

# **Exhibit GGG**

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

KEN SACLO, MEL COHEN, TIFFANY  
MALONE, DAWN ORONA, LISA  
TEICHER, SUE NAGLE, ROBERT  
YOUNG, ROBBIE LUTHANDER,  
HEATHER HOLLEMAN, JEREMY  
CLINTON, TOMMY TYSON, DAWN  
TALBOT, TARA HEATH, SARAH  
SLOAN, BONNIE CONDON, DEREK  
WILSON, SHERRY KIELMAN,  
SANDRA LEVINE, JENNIFER  
GLASGOW, MICHAEL OWENS,  
SHAWN DOUCETTE, GERALDINE  
MILLER, CHRISTA WESSEL, PAMELA  
MAAS, and ELIZABETH STEWART  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

GENERAL MOTORS, LLC and  
CONTINENTAL AUTOMOTIVE  
SYSTEMS US, INC.,

Defendants.

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Mark Pifko (SBN 228412)  
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Case No.:

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiffs Ken Saclo, Mel Cohen, Tiffany Malone, Dawn Orona, Lisa Teicher, Sue  
2 Nagle, Robert Young, Robbie Luthander, Heather Holleman, Jeremy Clinton, Tommy  
3 Tyson, Dawn Talbot, Tara Heath, Sarah Sloan, Bonnie Condon, Derek Wilson, Sherry  
4 Kielman, Sandra Levine, Jennifer Glasgow, Michael Owens, Shawn Doucette, Geraldine  
5 Miller, Christa Wessel, Pamela Maas, Elizabeth Stewart (collectively, "Plaintiffs"),  
6 individually and on behalf of the other members of the below-defined nationwide class  
7 and statewide classes they respectively seek to represent (collectively, the "Class,"  
8 unless otherwise identified herein), for their Class Action Complaint (the "Complaint")  
9 allege against General Motors, LLC ("GM") and Continental Automotive Systems U.S.,  
10 Inc. ("Continental"), upon personal knowledge as to themselves and their own acts, and  
11 as to all other matters upon information and belief, based upon the investigation made by  
12 the undersigned attorneys, as follows:

### 13 **NATURE OF THE CASE**

14 1. Every day, hundreds of millions of people travel on our nation's highways  
15 and streets. When people operate a motor vehicle, ride in one as a passenger, or walk  
16 along roadways as pedestrians, they trust and rely on companies to make those vehicles  
17 safe. Indeed, with a 2,500 pound machine traveling at highway speeds, this is no room  
18 for error. And, when mistakes happen, the consequences are significant and can be life-  
19 altering, or life-threatening. By failing to disclose critical information about the safety  
20 of millions of vehicles, GM and Continental have violated the public's trust and shown a  
21 blatant disregard for its safety.

22 2. Plaintiffs bring this class action seeking redress and remedy from GM and  
23 Continental on behalf of themselves and the other Class members, each of whom  
24 purchased or leased one or more of the following vehicles: 2005–2010 Chevrolet  
25 Cobalt, 2006–2011 Chevrolet HHR, 2006–2010 Pontiac Solstice, 2005–2010 Pontiac  
26 G5, 2003–2007 Saturn Ion, and 2007–2010 Saturn Sky vehicles (collectively, the  
27 "Defective Vehicles").  
28

1           3. Each of the Defective Vehicles contains a uniformly designed ignition  
2 switch, which is substantially similar for all of the Defective Vehicles, with the key  
3 position of the lock module on the steering column, and an ignition key with a slot for a  
4 key ring at the top (hereinafter collectively referred to as the "Key System"). The Key  
5 System on these vehicles is prone to fail during ordinary and foreseeable driving  
6 situations.<sup>1</sup> Each of the Defective Vehicles also contains the uniformly designed Airbag  
7 System that shuts off when the Key System on these vehicles fails during ordinary and  
8 foreseeable driving situations.

9           4. Specifically, GM and Continental have actual knowledge that, because of  
10 the way in which the Key System and Airbag System were designed and integrated into  
11 the Defective Vehicles, the ignition switch can suddenly fail during normal operation,  
12 cutting off engine power and certain electrical systems in the cars, which, in turn,  
13 disables key vehicle components, safety features (like airbags), or other vehicle  
14 functions, leaving occupants vulnerable to crashes, serious injuries, and death.<sup>2</sup>

15           5. The Key System and Airbag System defects in the Defective Vehicles have  
16 been linked to at least thirty-one crashes and thirteen deaths,<sup>3</sup> and GM has recognized  
17 that the Key System poses an "increase[ed] risk of injury or fatality" to occupants  
18 because the ignition switch may move out of the "run" position during operation.<sup>4</sup>

19  
20 <sup>1</sup> That all of the Defective Vehicles indeed have a common safety defect, and are of a  
21 substantially similar design to one another in regard to their Key System, is evidenced  
22 by the fact that GM has identified these specific models for recall for the same safety  
23 design defects. See Exhibit A, GM Recall Letter (March 2014).

24 <sup>2</sup> See Exhibit A, GM Recall Letter.

25 <sup>3</sup> These numbers of crashes and deaths are taken from the GM Recall letter, but news  
26 reports have suggested the numbers of crashes and deaths associated with the Key  
27 System defects in the Defective Vehicles likely is much higher. See, e.g., March 13,  
28 2014 letter from the Center for Auto Safety to David J. Friedman, Acting Administrator,  
NHTSA, available at:  
[http://www.cbsnews.com/htdocs/pdf/Friedman\\_Letter\\_March\\_13\\_2014\\_Full.pdf](http://www.cbsnews.com/htdocs/pdf/Friedman_Letter_March_13_2014_Full.pdf) (last  
visited March 21, 2014).

<sup>4</sup> See *id.*

1           6. Although GM and Continental have and had, actual knowledge of safety  
2 defects in the Key System and Airbag System in the Defective Vehicles for years, they  
3 fraudulently concealed and continue to fraudulently conceal material facts regarding the  
4 extent and nature of safety defects in the Defective Vehicles and what must be done to  
5 remedy the defects in the Key System and Airbag System.

6           7. In fact, GM has not only fraudulently concealed material facts relating to  
7 the safety defects in the Key System in the Defective Vehicles for years, but it has also  
8 made affirmative fraudulent and misleading statements, and it is continuing to make  
9 fraudulent and misleading statements to the public regarding the nature and extent of the  
10 safety defects in the Key System in the Defective Vehicles.

11           8. While GM has initiated a recall of identified vehicles in which it  
12 acknowledges a defect with the ignition switch itself, it knows – *and its own*  
13 *engineering documents reflect* – that the defects transcend just the ignition switch and  
14 also include the placement of the ignition switch, a lack of adequate protection of the  
15 ignition switch from forces of inadvertent driver contact, and the use of a different type  
16 of key, as well as the need to redesign the Airbag System so that it would not  
17 immediately shut off when the Key System fails in ordinary and foreseeable driving  
18 situations. To fully remedy the problem and render the Defective Vehicles safe and of  
19 economic value to their owners again, additional design elements beyond a new ignition  
20 switch are needed.

21           9. The fact that GM has, to date, issued a partial recall despite knowing the  
22 insufficiency thereof underscores GM's ongoing fraudulent concealment and fraudulent  
23 misrepresentation of the nature and extent of the defects, and makes this action even  
24 more important to obtaining a proper remedy for Plaintiffs and the other Class members.

25           10. The defective Key System and Airbag System design, combined with GM's  
26 and Continental's past and ongoing failure to adequately warn of, or remedy, that design,  
27 and its past and ongoing fraudulent concealment and/or fraudulent misrepresentations of  
28

1 the full nature and extent of the defects in that design in the Defective Vehicles, has  
2 proximately caused and continues to cause Plaintiffs and the other Class members to  
3 suffer economic damages because they purchased or leased vehicles that: (a) have  
4 diminished value as they presently exist because the Key System cannot be operated  
5 safely without fear of a catastrophic event; and (b) require modification of the Key  
6 System and Airbag System, beyond that included in the recent GM recall of the  
7 Defective Vehicles, to be operated safely or sold to other buyers, as demonstrated by  
8 GM's own internal documents that have not been disclosed to the general public (but  
9 that are discussed below).

10 11. Through this action, Plaintiffs, individually and on behalf of the other Class  
11 members, seek injunctive relief in the form of a repair to fully remedy the defects in the  
12 Key System and Airbag System such that the Defective Vehicles have their economic  
13 value restored and can be operated safely and/or damages to compensate them for the  
14 diminished value of their Defective Vehicles as a result of the defects and GM's and  
15 Continental's wrongful conduct related to same.

#### 16 **JURISDICTION AND VENUE**

17 12. This court has subject-matter jurisdiction over this action under the Class  
18 Action Fairness Act of 2005, 28 U.S.C. § 1332(d). Plaintiffs allege and believe that the  
19 aggregate claims of the Class exceed \$5,000,000 exclusive of interest and costs. There  
20 are more than 100 Class members, and more than two-thirds of the Class is diverse from  
21 GM.

22 13. This Court has personal jurisdiction over GM and Continental because  
23 GM's and Continental's contacts with the State of California are systematic, continuous,  
24 and sufficient to subject it to personal jurisdiction in this Court.  
25  
26  
27  
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## Plaintiffs

15. Plaintiff Mel Cohen ("Plaintiff Cohen") is a citizen of California, and a resident of California City, which is in Kern County, California.

17. Induced by GM's fraudulent concealment and misrepresentations about the existence of a defect of the severity and extent of defects, which left him without knowledge of the conditions or the lack of value in a vehicle containing such unremedied defects, Plaintiff purchased his Cobalt new from Rally GM in Palmdale, California. He purchased the vehicle, not knowing that, as sold, it was defective.

18. GM should have disclosed the Key System defects when Plaintiff Cohen purchased the vehicle. Plaintiff Cohen would not have purchased the vehicle had he known of the defects.

19. Plaintiff Tiffany Malone ("Plaintiff Malone") is a citizen of Alabama, and a resident of Mobile, which is in Mobile County, Alabama.

21. Induced by GM's fraudulent concealment and misrepresentations about the existence of a defect of the severity and extent of defects, which left her without knowledge of the conditions or the lack of value in a vehicle containing such unremedied defects, Plaintiff purchased her Cobalt new from U-J Chevrolet in Mobile, Alabama. She paid \$19,472.80 for the vehicle, not knowing that, as sold, it was defective.

1           22. GM should have disclosed the Key System defects when Plaintiff Malone  
2 purchased the vehicle. Plaintiff Malone would not have purchased the vehicle had he  
3 known of the defects.

4           23. Plaintiff Dawn Orona ("Plaintiff Orona") is a citizen of Colorado, and a  
5 resident of Limon, which is in Lincoln County, Colorado.

6           24. Plaintiff Orona owned a 2006 Chevy Cobalt.

7           25. Induced by GM's fraudulent concealment and misrepresentations about the  
8 existence of a defect of the severity and extent of defects, which left her without  
9 knowledge of the conditions or the lack of value in a vehicle containing such  
10 unremedied defects, Plaintiff purchased her Chevy Cobalt in 2006. She purchased the  
11 vehicle, not knowing that, as sold, it was defective.

12           26. Approximately 6 months after purchasing the 2006 Chevy Cobalt, Plaintiff  
13 and her husband experienced a power loss while attempting to complete a turn on a  
14 curve. Although Plaintiff's husband applied both feet on the brakes, the car jumped the  
15 curb and plowed into a brick wall. The impact of the crash was severe enough to break  
16 the front axle, totaling the vehicle, but the air bags never deployed.

17           27. GM should have disclosed the Key System defects when Plaintiff Orona  
18 purchased the vehicle. Plaintiff Orona would not have purchased the vehicle had she  
19 known of the defects.

20           28. Plaintiff Lisa Teicher ("Plaintiff Teicher") is a citizen of Connecticut, and a  
21 resident of Manchester, which is in Hartford County, Connecticut.

22           29. Plaintiff Teicher owns a 2005 Chevrolet Cobalt.

23           30. Induced by GM's fraudulent concealment and misrepresentations about the  
24 existence of a defect of the severity and extent of defects, which left her without  
25 knowledge of the conditions or the lack of value in a vehicle containing such  
26 unremedied defects, Plaintiff purchased her Cobalt used from Gengras Chevrolet in East  
27  
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1 Hartford, Connecticut. She purchased the vehicle, not knowing that, as sold, it was  
2 defective.

3 31. GM should have disclosed the Key System defects when Plaintiff Teicher  
4 purchased the vehicle. Plaintiff Teicher would not have purchased the vehicle had she  
5 known of the defects.

6 32. Plaintiff Sue Nagle ("Plaintiff Nagle") is a citizen of Maryland, and a  
7 resident of Charlestown, which is in Cecil County, Maryland.

8 33. Plaintiff Nagle owns a 2006 Saturn Ion.

9 34. Induced by GM's fraudulent concealment and misrepresentations about the  
10 existence of a defect of the severity and extent of defects, which left her without  
11 knowledge of the conditions or the lack of value in a vehicle containing such  
12 unremedied defects, Plaintiff purchased her Ion used from Porter Chevrolet in Newark,  
13 Delaware. She purchased the vehicle, not knowing that, as sold, it was defective.

14 35. GM should have disclosed the Key System defects when Plaintiff Nagle  
15 purchased the vehicle. Plaintiff Nagle would not have purchased the vehicle had she  
16 known of the defects.

17 36. Plaintiff Robert Young ("Plaintiff Young") is a citizen of Florida, and a  
18 resident of Miami Beach, which is in Miami-Dade County, Florida.

19 37. Plaintiff Young owns a 2007 Saturn Sky.

20 38. Induced by GM's fraudulent concealment and misrepresentations about the  
21 existence of a defect of the severity and extent of defects, which left him without  
22 knowledge of the conditions or the lack of value in a vehicle containing such  
23 unremedied defects, Plaintiff purchased his 2007 Saturn Sky from Saturn of West Dade  
24 in Miami, Florida. He purchased the vehicle, not knowing that, as sold, it was defective.

25 39. GM should have disclosed the Key System defects when Plaintiff Young  
26 purchased the vehicle. Plaintiff Young would not have purchased the vehicle had he  
27 known of the defects.

1           40. Plaintiff Robbie Luthander ("Plaintiff Luthander") is a citizen of Texas, and  
2 a resident of San Antonio, which is in Bexar County, Texas.

3           41. Plaintiff Luthander owns a 2010 Chevrolet Cobalt.

4           42. Induced by GM's fraudulent concealment and misrepresentations about the  
5 existence of a defect of the severity and extent of defects, which left him without  
6 knowledge of the conditions or the lack of value in a vehicle containing such  
7 unremedied defects, Plaintiff purchased his Cobalt on May 15, 2012 from Cutter Buick  
8 GMC located in Waipahu, Hawaii. He paid \$17,000 for the vehicle, not knowing that,  
9 as sold, it was defective.

10           43. GM should have disclosed the Key System defects when Plaintiff  
11 Luthander purchased the vehicle. Plaintiff Luthander would not have purchased the  
12 vehicle had he known of the defects.

13           44. Plaintiff Heather Holleman ("Plaintiff Holleman") is a citizen of Indiana,  
14 and a resident of South Bend, which is in St. Joseph County, Indiana.

15           45. Plaintiff Holleman owns a 2007 Pontiac G5.

16           46. Induced by GM's fraudulent concealment and misrepresentations about the  
17 existence of a defect of the severity and extent of defects, which left her without  
18 knowledge of the conditions or the lack of value in a vehicle containing such  
19 unremedied defects, Plaintiff purchased her Pontiac G5 new in May 2007 from Don  
20 Meadows in South Bend, Indiana. She paid \$17,500 for the vehicle, not knowing that,  
21 as sold, it was defective.

22           47. Plaintiff Holleman has experienced numerous issues with the ignition of her  
23 Pontiac G5. The GM dealership where Plaintiff Holleman purchased her vehicle has  
24 told her that the parts to fix the vehicle are unavailable, and they simply tell her to "be  
25 careful."

48. GM should have disclosed the Key System defects when Plaintiff Holleman purchased the vehicle. Plaintiff Holleman would not have purchased the vehicle had she known of the defects.

49. Plaintiff Jeremy Clinton ("Plaintiff Clinton") is a citizen of Kansas, and a resident of Shawnee, which is in Johnson County, Kansas.

50. Plaintiff Clinton leases a 2006 Chevrolet Cobalt.

51. Induced by GM's fraudulent concealment and misrepresentations about the existence of a defect of the severity and extent of defects, which left him without knowledge of the conditions or the lack of value in a vehicle containing such unremedied defects, Plaintiff leased his Cobalt used from Shawnee Mission Kia in Shawnee, Kia. He leased the vehicle, not knowing that, as sold, it was defective.

52. GM should have disclosed the Key System defects when Plaintiff Clinton leased the vehicle. Plaintiff Clinton would not have leased the vehicle had he known of the defects.

53. Plaintiff Tommy Tyson ("Plaintiff Tyson") is a citizen of Missouri, and a resident of Gray Valley, which is in Jackson County, Missouri.

54. Plaintiff Tyson owns a 2011 Chevrolet HHR.

55. Induced by GM's fraudulent concealment and misrepresentations about the existence of a defect of the severity and extent of defects, which left him without knowledge of the conditions or the lack of value in a vehicle containing such unremedied defects, Plaintiff Tyson purchased his 2011 Chevrolet HHR new on March 1, 2011 from Superior Chevrolet in Merriam, Kansas. He paid approximately \$13,000 for the vehicle, not knowing that, as sold, it was defective.

56. In March 2013, GM replaced the original ignition switch on Plaintiff Tyson's 2011 Chevrolet HHR with another defective ignition switch.

57. GM should have disclosed the Key System defects when Plaintiff Tyson purchased the vehicle. Plaintiff Tyson would not have purchased the vehicle had he known of the defects.

58. Plaintiff Dawn Talbot ("Plaintiff Talbot") is a citizen of Kentucky, and a resident of Glasgow, which is in Barren County, Kentucky.

59. Plaintiff Talbot owns a 2006 Chevy Cobalt.

60. Induced by GM's fraudulent concealment and misrepresentations about the existence of a defect of the severity and extent of defects, which left her without knowledge of the conditions or the lack of value in a vehicle containing such unremedied defects, Plaintiff purchased her Chevy Cobalt used in 2009 from Goodman Automotive in Glasgow, Kentucky. She purchased the vehicle, not knowing that, as sold, it was defective.

61. Plaintiff Talbot has faced issues with power losses during driving.

62. GM should have disclosed the Key System defects when Plaintiff Talbot purchased the vehicle. Plaintiff Talbot would not have purchased the vehicle had she known of the defects.

63. Plaintiff Tara Heath ("Plaintiff Heath") is a citizen of Michigan, and a resident of Flint, Michigan, which is in Genesee County, Michigan.

64. Plaintiff Heath owns a 2010 Chevrolet HHR.

65. Induced by GM's fraudulent concealment and misrepresentations about the existence of a defect of the severity and extent of defects, which left her without knowledge of the conditions or the lack of value in a vehicle containing such unremedied defects, Plaintiff purchased her Chevrolet HHR used in June 2013 from a dealership in Grand Blanc, Michigan. She paid \$8,000 for the vehicle, not knowing that, as sold, it was defective.

66. Plaintiff Heath has experienced issues with the ignition of her Chevrolet HHR.

1           67. GM should have disclosed the Key System defects when Plaintiff Heath  
2 purchased the vehicle. Plaintiff Heath would not have purchased the vehicle had she  
3 known of the defects.

4           68. Plaintiff Sarah Sloan ("Plaintiff Sloan") is a citizen of Washington D.C.,  
5 and a resident of Washington D.C.

6           69. Plaintiff Sloan owns a 2007 Chevrolet Cobalt.

7           70. Induced by GM's fraudulent concealment and misrepresentations about the  
8 existence of a defect of the severity and extent of defects, which left her without  
9 knowledge of the conditions or the lack of value in a vehicle containing such  
10 unremedied defects, Plaintiff purchased her Cobalt new from Joe Panian Chevrolet in  
11 Southfield, Michigan. She paid \$16,988.18 for the vehicle, not knowing that, as sold, it  
12 was defective.

13           71. GM should have disclosed the Key System defects when Plaintiff Sloan  
14 purchased the vehicle. Plaintiff Sloan would not have purchased the vehicle had she  
15 known of the defects.

16           72. Plaintiff Bonnie Condon ("Plaintiff Condon") is a citizen of Minnesota, and  
17 a resident of Waseca, which is in Waseca County, Minnesota.

18           73. Plaintiff Condon owns a 2005 Chevrolet Cobalt.

19           74. Induced by GM's fraudulent concealment and misrepresentations about the  
20 existence of a defect of the severity and extent of defects, which left her without  
21 knowledge of the conditions or the lack of value in a vehicle containing such  
22 unremedied defects, Plaintiff purchased her Cobalt used from Hirsh's Cambridge Motors  
23 in Cambridge, Minnesota. She purchased for the vehicle, not knowing that, as sold, it  
24 was defective.

25           75. GM should have disclosed the Key System defects when Plaintiff Condon  
26 purchased the vehicle. Plaintiff Condon would not have purchased the vehicle had she  
27 known of the defects.  
28



1           76. Plaintiff Derek Wilson ("Plaintiff Wilson") is a citizen of Mississippi, and a  
2 resident of Olive Branch, which is in DeSoto County, Mississippi.

3           77. Plaintiff Wilson owns a 2005 Saturn Ion.

4           78. Induced by GM's fraudulent concealment and misrepresentations about the  
5 existence of a defect of the severity and extent of defects, which left him without  
6 knowledge of the conditions or the lack of value in a vehicle containing such  
7 unremedied defects, Plaintiff purchased his 2005 Saturn Ion used in September 2008  
8 from Homer Skelton Hyundai in Olive Branch, Mississippi. He paid \$12,761.45 for the  
9 vehicle, not knowing that, as sold, it was defective.

10           79. GM should have disclosed the Key System defects when Plaintiff Wilson  
11 purchased the vehicle. Plaintiff Wilson would not have purchased the vehicle had he  
12 known of the defects.

13           80. Plaintiff Sherry Kielman ("Plaintiff Kielman") is a citizen of Kansas, and a  
14 resident of Pleasanton, which is in Linn County, Kansas.

15           81. Plaintiff Kielman owns a 2007 Chevrolet Cobalt.

16           82. Induced by GM's fraudulent concealment and misrepresentations about the  
17 existence of a defect of the severity and extent of defects, which left her without  
18 knowledge of the conditions or the lack of value in a vehicle containing such  
19 unremedied defects, Plaintiff purchased her Cobalt used on February 19, 2008 from Max  
20 Motors in Butler, Missouri. She paid \$10,595 for the vehicle, not knowing that, as sold,  
21 it was defective.

22           83. GM should have disclosed the Key System defects when Plaintiff Kielman  
23 purchased the vehicle. Plaintiff Kielman would not have purchased the vehicle had she  
24 known of the defects.

25           84. Plaintiff Ken Saclo ("Plaintiff Saclo") is a citizen of California, and a  
26 resident of Irvine, which is in Orange County, California.

27           85. Plaintiff Saclo owns a 2006 Chevrolet Cobalt.  
28



1           86. Induced by GM's fraudulent concealment and misrepresentations about the  
2 existence of a defect of the severity and extent of defects, which left him without  
3 knowledge of the conditions or the lack of value in a vehicle containing such  
4 unremedied defects, Plaintiff purchased his Cobalt used on January 25, 2007 from  
5 Henderson Chevrolet in Henderson, Nevada. He paid \$14,323.38 for the vehicle, not  
6 knowing that, as sold, it was defective.

7           87. GM should have disclosed the Key System defects when Plaintiff Saclo  
8 purchased the vehicle. Plaintiff Saclo would not have purchased the vehicle had he  
9 known of the defects.

10           88. Plaintiff Saclo's vehicle was involved in a recent collision due to the  
11 defects. Plaintiff Saclo's vehicle shut off in the middle of traffic and struck another  
12 vehicle from behind. During the accident, the airbags in Plaintiff Saclo's vehicle did not  
13 deploy.

14           89. Plaintiff Sandra Levine ("Plaintiff Levine") is a citizen of New York, and a  
15 resident of Babylon, which is in Suffolk County, New York.

16           90. Plaintiff Levine owns a 2005 Chevrolet Cobalt.

17           91. Induced by GM's fraudulent concealment and misrepresentations about the  
18 existence of a defect of the severity and extent of defects, which left her without  
19 knowledge of the conditions or the lack of value in a vehicle containing such  
20 unremedied defects, Plaintiff purchased her Cobalt used on May 27, 2006 from Babylon  
21 Honda in Babylon, New York. She paid \$16,627.96 for the vehicle, not knowing that, as  
22 sold, it was defective.

23           92. GM should have disclosed the Key System defects when Plaintiff Levine  
24 purchased the vehicle. Plaintiff Levine would not have purchased the vehicle had she  
25 known of the defects.

26           93. Plaintiff Jennifer Glasgow ("Plaintiff Glasgow") is a citizen of Ohio, and a  
27 resident of Westerville, which is in Franklin County, Ohio.  
28

1           94. Plaintiff Glasgow co-owns a 2006 Saturn Ion with her husband, Aaron  
2 Glasgow.

3           95. Induced by GM's fraudulent concealment and misrepresentations about the  
4 existence of a defect of the severity and extent of defects, which left her without  
5 knowledge of the conditions or the lack of value in a vehicle containing such  
6 unremedied defects. Plaintiff purchased her Ion new on December 21, 2005, from  
7 Saturn North in Worthington, Ohio. She paid \$15,794.00 for the vehicle, not knowing  
8 that, as sold, it was defective.

9           96. Plaintiff Glasgow has faced issues with the ignition while starting the  
10 vehicle, as well as power losses during driving.

11           97. GM should have disclosed the Key System defects when Plaintiff Glasgow  
12 purchased the vehicle. Plaintiff Glasgow would not have purchased the vehicle had she  
13 known of the defects.

14           98. Plaintiff Michael Owens ("Plaintiff Owens") is a citizen of Ohio, and a  
15 resident of Shelby, which is in Richland County, Ohio.

16           99. Plaintiff Owens owns a 2007 Saturn Ion.

17           100. Induced by GM's fraudulent concealment and misrepresentations about the  
18 existence of a defect of the severity and extent of defects, which left him without  
19 knowledge of the conditions or the lack of value in a vehicle containing such  
20 unremedied defects, Plaintiff purchased his Ion used from Graham Automall in  
21 Mansfield, Ohio. He paid \$17,607 for the vehicle, not knowing that, as sold, it was  
22 defective.

23           101. GM should have disclosed the Key System defects when Plaintiff Owens  
24 purchased the vehicle. Plaintiff Owens would not have purchased the vehicle had he  
25 known of the defects.

26           102. Plaintiff Shawn Doucette ("Plaintiff Doucette") is a citizen of Pennsylvania,  
27 and a resident of Hamburg, which is in Berks County, Pennsylvania.

1 103. Plaintiff Doucette owns a 2005 Chevy Cobalt SS.

2 104. Induced by GM's fraudulent concealment and misrepresentations about the  
3 existence of a defect of the severity and extent of defects, which left him without  
4 knowledge of the conditions or the lack of value in a vehicle containing such  
5 unremedied defects, Plaintiff purchased his Chevy Cobalt new in September 2005 from  
6 Outten Chevrolet of Hamburg in Hamburg, Pennsylvania. He purchased the vehicle, not  
7 knowing that, as sold, it was defective.

8 105. Plaintiff Doucette has experienced numerous power losses during driving.

9 106. GM should have disclosed the Key System defects when Plaintiff Doucette  
10 purchased the vehicle. Plaintiff Doucette would not have purchased the vehicle had he  
11 known of the defects.

12 107. Plaintiff Geraldine Miller ("Plaintiff Miller") is a citizen of South Dakota,  
13 and a resident of Belle Fourche, which is in Butte County, South Dakota.

14 108. Plaintiff Miller owns a 2006 Chevrolet HHR.

15 109. Induced by GM's fraudulent concealment and misrepresentations about the  
16 existence of a defect of the severity and extent of defects, which left her without  
17 knowledge of the conditions or the lack of value in a vehicle containing such  
18 unremedied defects, Plaintiff purchased her Chevrolet HHR used from White's Queen  
19 City Motors in Spearfish, South Dakota. She paid \$9,800 for the vehicle, not knowing  
20 that, as sold, it was defective.

21 110. Plaintiff Miller has experienced power loss while driving.

22 111. GM should have disclosed the Key System defects when Plaintiff Miller  
23 purchased the vehicle. Plaintiff Miller would not have purchased the vehicle had she  
24 known of the defects.

25 112. Plaintiff Christa Wessel ("Plaintiff Wessel") is a citizen of Pennsylvania,  
26 and a resident of Pittsburgh, which is in Allegheny County, Pennsylvania.

1 113. Plaintiff Wessel owned two 2007 Chevrolet Cobalts and a 2010 Chevrolet  
2 Cobalt.

3 114. Induced by GM's fraudulent concealment and misrepresentations about the  
4 existence of a defect of the severity and extent of defects, which left her without  
5 knowledge of the conditions or the lack of value in a vehicle containing such  
6 unremedied defects, Plaintiff purchased her Cobalt new from Markwood Chevrolet in  
7 Keysor, West Virginia. She purchased the vehicle, not knowing that, as sold, it was  
8 defective.

9 115. GM should have disclosed the Key System defects when Plaintiff Wessel  
10 purchased the vehicle. Plaintiff Wessel would not have purchased the vehicle had she  
11 known of the defects.

12 116. Plaintiff Pamela Maas ("Plaintiff Maas") is a citizen of Wisconsin, and a  
13 resident of Oconomowoc, which is in Waukesha County, Wisconsin.

14 117. Plaintiff Maas owns a 2006 Saturn Ion.

15 118. Induced by GM's fraudulent concealment and misrepresentations about the  
16 existence of a defect of the severity and extent of defects, which left her without  
17 knowledge of the conditions or the lack of value in a vehicle containing such  
18 unremedied defects, Plaintiff purchased her Ion used in September 2012 from J.D.  
19 Byrider in Waukesha, Wisconsin. She paid \$14,000 for the vehicle, not knowing that, as  
20 sold, it was defective.

21 119. Approximately 13 days after purchasing the vehicle, the ignition on  
22 Plaintiff Maas's Ion failed, and she could no longer start the car.

23 120. GM should have disclosed the Key System defects when Plaintiff Haas  
24 purchased the vehicle. Plaintiff Haas would not have purchased the vehicle had she  
25 known of the defects.

26 121. Plaintiff Elizabeth Stewart ("Plaintiff Stewart") is a citizen of Kentucky,  
27 and a resident of Raceland, which is in Greenup County, Kentucky.  
28

1 122. Plaintiff Stewart owns a 2010 Chevrolet Cobalt.

2 123. Induced by GM's fraudulent concealment and misrepresentations about the  
3 existence of a defect of the severity and extent of defects, which left her without  
4 knowledge of the conditions or the lack of value in a vehicle containing such  
5 unremedied defects, Plaintiff purchased her Cobalt used in February 2012 from a dealer  
6 in Paintsville, Kentucky. She paid \$14,000 for the vehicle, not knowing that, as sold, it  
7 was defective.

8 124. Plaintiff Stewart's Cobalt has experienced issues as a result of the Key  
9 System defects. GM should have disclosed the Key System defects when Plaintiff  
10 Stewart purchased the vehicle. Plaintiff Stewart would not have purchased the vehicle  
11 had she known of the defects.

12 **Defendants**

13 125. GM is a Delaware limited liability company doing business in all fifty  
14 states (including the District of Columbia) with its principal place of business in Detroit,  
15 Michigan.

16 126. Continental Automotive Systems US, Inc. is a corporation organized and  
17 existing under the laws of the State of Delaware. Continental is the supplier of the  
18 airbag Sensing Diagnostic Module ("SDM") for the Defective Vehicles.

19 127. In July 2009, the United States Bankruptcy Court approved the sale of  
20 General Motors Corporation to NGMCO, Inc., which was converted into Defendant  
21 General Motors, LLC (sometimes referred to herein as "Defendant GM" or as "new  
22 GM").

23 128. The sale of old GM to Defendant GM was reduced to an Amended and  
24 Restated Master Sale and Purchase Agreement ("the Agreement"), which includes  
25 definitions of Defendant GM's "Purchased Assets" and "Liabilities."

26 129. According to the terms of the Agreement, Defendant GM's "Purchased  
27 Assets," include:  
28



(xiv) *all* books, records, ledgers, *files, documents*, correspondence, lists, plats, specifications, surveys, drawings, advertising and promotional materials, reports and other materials (*in whatever form or medium*), including Tax books and records and Tax Returns used or held for use in connection with the ownership or operation of the Purchased Assets or Assumed Liabilities, including the Purchased Contracts, customer lists, customer information and account records, computer files, data processing records, employment and personnel records, advertising and marketing data and records, credit records, records relating to suppliers, legal records and information and other data;

(xv) all goodwill and other intangible personal property arising in connection with the ownership, license, use or operation of the Purchased Assets or Assumed Liabilities; . . .

Amended and Restated Master Sale and Purchase Agreement at Section 2.2 “Purchased and Excluded Assets” (Emphasis added).

130. The contents of old GM’s “files” and “documents” are properly attributable or imputable to Defendant GM. To that end, Defendant GM acquired notice of the Key Defects contained in old GM’s documents, including numerous engineering reports, investigative reports, failure analyses, technical service bulletins, and other documentation concerning the defective Key System as described below.

131. Along with the Purchased Assets, Defendant GM also expressly took on a range of liabilities. “Liabilities” is defined in the Agreement as “any and all liabilities and obligations of every kind and description whatsoever, whether such liabilities or obligations are known or unknown, disclosed or undisclosed, matured or unmatured, accrued, fixed, absolute, contingent, determined or undeterminable, on or off-balance sheet or otherwise, or due or to become due, including Indebtedness and those arising under any Law, Claim, Order, Contract or otherwise.”

132. Among many others, the Liabilities assumed by Defendant GM under the Agreement include:

(vii) (A) all Liabilities arising under express written warranties of Sellers [i.e., old GM] that are specifically identified as warranties and delivered in connection with sale of new, certified used or pre-owned vehicles or new or remanufactured



motor vehicle parts and equipment (including service parts, accessories, engines and transmissions) manufactured or sold by Sellers or Purchaser [i.e., new GM] prior to or after the Closing and (B) all obligations under Lemon Laws; . . .

(ix) all Liabilities to third parties for death, personal injury, or other injury to Persons or damage to property caused by motor vehicles designed for operation on public roadways or by the component parts of such motor vehicles and, in each case, manufactured, sold or delivered by Sellers (collectively, "Product Liabilities"), which arise directly out of accidents, incidents, or other distinct and discreet occurrences that happen on or after the Closing Date and arise from such motor vehicles' operation or performance; . . .<sup>5</sup>

(xi) all Liabilities arising out of, relating to, in respect of, or in connection with the use, ownership or sale of the Purchased Assets after the Closing; . . .<sup>6</sup>

133. Under the Agreement, Defendant GM also assumed responsibility for compliance with a wide range of laws and other regulations, including:

(a) From and after the Closing, Purchaser [new GM] shall comply with the certification, reporting, and recall requirements of the National Traffic and Motor Vehicle Safety Act, the Transportation Recall Enhancement, Accountability and Documentation Act, the Clean Air Act, the California Health and Safety Code and similar Laws, in each case, to the extent applicable in respect of vehicles and vehicle parts manufactured or distributed by Seller [old GM].

(b) From and after the Closing, Purchaser [new GM] shall be responsible for the administration, management and payment of all Liabilities arising under (i) express written warranties of Sellers [old GM] . . . and (ii) Lemon Laws.<sup>7</sup>

134. Moreover, the opinion of the Bankruptcy Court approving the Agreement also made clear that Defendant GM assumed "the warranty and recall obligations of both

<sup>5</sup> Pursuant to the Agreement Approval Opinion, dated July 5, 2009; Docket No. 2967 at 17, this particular category of assumed liabilities is "regardless of when the product was purchased." (emphasis in the original).

<sup>6</sup> See Amended and Restated Master Sale and Purchase Agreement at Section 2.3 ("Assumed and Retained Liabilities").

<sup>7</sup> See Amended and Restated Master Sale and Purchase Agreement at Section 6.15 "Product Certification, Recall and Warranty Claims."

1 Old GM and New GM.” In re General Motors Corp., Case No. 09-50026 (REG); Sale  
2 Agreement Approval Opinion, dated July 5, 2009; Docket No. 2967 at 17.

3 135. Pursuant to the Agreement and other orders of the Bankruptcy Court,  
4 Defendant GM emerged out of the chapter 11 case and continued the business of old  
5 GM with the bulk of old GM’s employees and, on information and belief, with many of  
6 the same senior-level management, officers, and directors.

7 136. Defendant GM continued this business with full knowledge of old GM’s  
8 awareness of the defects with the Key System and old GM’s failure to disclose those  
9 defects to the public – or, for that matter, to the Bankruptcy Court.

10 137. Additionally, regardless of old GM’s bankruptcy, Defendant GM is liable  
11 for its own conduct. Indeed, there is no provision of the Agreement that releases  
12 Defendant GM from liability for its own fraudulent concealment of Key System defect  
13 and its failure to warn the public and take other action to remedy the defects and prevent  
14 ongoing economic harm to the owners/lessees of the Defective Vehicles.

15 138. From its inception in 2009, Defendant GM has had its own independent  
16 knowledge of defects in the Defective Vehicles and the need for multiple design steps to  
17 be undertaken to fully resolve those defects so as to prevent injury and economic harm  
18 to owners of GM vehicles. Yet, it continued to conceal the Key System defect, and it  
19 continued to fail to warn the public or to take any other action to remedy the defects and  
20 prevent ongoing economic harm to the owners/lessees of the Defective Vehicles.

21 139. As discussed above, Defendant GM assumed responsibility for compliance  
22 with a wide range of laws and other regulations, including the TREAD Act, in  
23 connection with the Defective Vehicles and is liable for its non-disclosure of the Key  
24 Defect from its inception in 2009.

25 140. Under the TREAD Act, if a vehicle is determined to be defective, a  
26 manufacturer like Defendant GM must promptly notify vehicle owners, purchasers and  
27 dealers of the defect and it must remedy the defect. 49 U.S.C. § 30118(b)(2)(A) & (B).  
28

1 Defendant GM was also required to file a report with NHTSA, within five days, if “a  
2 defect in a vehicle or item of equipment has been determined to be safety related, or  
3 noncompliance with a motor safety standard has been determined to exist.” *Id.* at §  
4 573.6(a)-(b). Despite being aware of the Key System defect from its inception in 2009,  
5 Defendant GM waited five years -- until February 2014 -- to send a letter to NHTSA  
6 addressing its knowledge of the Key System defect.

7 141. By actively concealing the Key System defect in the Defective Vehicles,  
8 and by continuing to sell some of the Defective Vehicles after its inception, all the while  
9 violating the TREAD Act, Defendant GM engaged in unlawful and fraudulent practices  
10 in violation of law.

11 142. For all of these reasons, and others to be confirmed or which may emerge  
12 during the course of discovery, Defendant GM is the proper party against whom to assert  
13 the claims herein, and Plaintiff will use the term “GM” from this point forward in the  
14 Complaint to refer collectively to both GM entities.

#### 15 **FACTUAL BACKGROUND**

#### 16 **The Defective Vehicles Have Common Defects in their Key Systems and Airbag 17 Systems, and GM and Continental Knew of these Defects for at Least a Decade and 18 Concealed them**

19 143. In the late 1990’s/early 2000’s, GM and a supplier, Eaton Mechatronics  
20 (“Eaton”), completed the specifications for the ignition switch for the Saturn Ion. Eaton  
21 sold its vehicle switch/electronic division to Delphi Automotive Systems (“Delphi”) on  
22 March 31, 2001.

23 144. A pre-production report for the 2003 Saturn Ion identified issues with the  
24 ignition switch. In a section entitled “Root Cause Summary” the report states that the  
25 “two causes of failure” were “[l]ow contact force and low detent plunger force.”  
26 Although the report states that a design change resolved the problem, any purported  
27 design change did not resolve the problem.

28 145. In 2001, during developmental testing of the 2003 Saturn Ion, GM learned

1 that the engines in those cars were stalling due to defects in the Key System therein.  
2 GM chose not to fix these defects. Instead, in 2002, GM began manufacturing and  
3 selling 2003 Saturn Ions with the defective Key System.

4 146. GM contracted with Continental to manufacture and supply the Airbag  
5 System, including the sensing system, in the Defective Vehicles, including the 2003  
6 Saturn Ion.

7 147. The Airbag System in the Defective Vehicles was defectively designed so  
8 that it would shut off and the airbags would not deploy immediately upon the key  
9 turning from the run to accessory/off position during foreseeable driving maneuvers.  
10 The combination of defects in the Key System and Airbag System is particularly  
11 dangerous since the key turning off immediately disables the airbags.

12 148. In February 2002, Delphi submitted a Production Part Procedure Process  
13 ("PPAP") document for the ignition switch in the 2003 Ion. According to Delphi  
14 officials, GM approved the PPAP even though testing of the ignition switch torque was  
15 below GM's performance specifications.

16 149. In 2004, GM engineers reported that the ignition switch on the Saturn Ion  
17 was so weak and so low on the steering column that the driver's knee could easily bump  
18 the key and turn off the car.

19 150. This defect was sufficiently serious for a GM engineer, in January 2004, as  
20 part of GM's vehicle evaluation program, to affirmatively conclude, in writing, that  
21 "[t]his is a basic design flaw and should be corrected if we want repeat sales."

22 151. In 2004, GM began manufacturing and selling the 2005 Chevrolet Cobalt.  
23 The Cobalt was a sister vehicle (essentially the same car with a different badge or name)  
24 to the Saturn Ion. GM installed the same Key System on the 2005 Cobalt as it did on the  
25 Saturn Ion.

26 152. On October 29, 2004, around the time of GM's market launch of the 2005  
27 Cobalt, Gary Altman – GM's program-engineering manager for the Cobalt – test drove  
28

1 the Cobalt with the standard key and key fob. During the test drive, when Altman's  
2 knee bumped the key, the engine turned off, causing the engine to stall. Altman reported  
3 this incident to GM.

4 153. In response to Altman's report, GM launched an engineering inquiry to  
5 investigate the potential for the key to move from the "run" to the "accessory/off"  
6 position during ordinary driving conditions. This inquiry is known within GM as a  
7 Problem Resolution Tracking System Inquiry ("PRTS").

8 154. On February 1, 2005, as part of the PRTS, GM engineers concluded:

9 There are two main reasons that [sic] we believe can cause a  
10 lower effort in turning the key: 1. A low torque detent in the  
11 ignition switch. 2. A low position of the lock module in the  
column. (PRTS Complete Report N172404)

12 155. As part of the PRTS, GM engineers also began looking into ways to solve  
13 the problem of the key moving from the "run" to the "accessory/off" position during  
14 ordinary driving.

15 156. On February 18, 2005, GM engineers presented several possible solutions  
16 to the Cockpit Program Integration Team ("CPIT"). GM engineers determined the only  
17 "sure solution" to fixing the problem of the key inadvertently moving from the "run" to  
18 the "accessory/off" position required changing from a low mount to a high mount lock  
19 module, which would considerably reduce the possibility of the key/key fob being  
20 impacted by a driver.

21 157. According to GM engineers, this change in the key position on the lock  
22 module, *combined with* increasing the detent in the ignition switch, would be a "sure  
23 solution."

24 158. GM, however, through Altman, rejected this "sure solution," in part,  
25 because the cost to implement the solution would be too high.

26 159. During this PRTS, GM also considered changing the key from a slot to a  
27 hole as a way to attempt to contain this problem, but not as a solution to the problem.  
28



1 160. Changing the key from a slot to a hole would reduce the lever arm of the  
2 key and the key chain. With the slot design, the key chain would hang lower on the key  
3 which would increase the torque force on the ignition switch when the chain was  
4 contacted or moved in any way. GM engineers determined this key change would  
5 significantly reduce the chance of the key inadvertently moving from the "run" to the  
6 "accessory/off" position during ordinary driving maneuvers.

7 161. A GM engineer conducted a cost analysis of this key change and  
8 determined that the cost to make this change would be less than one dollar per vehicle.

9 162. GM, however, rejected this proposed key change and, on March 9, 2005,  
10 GM closed the PRTS without taking any steps to fix the defective Key System. The  
11 PRTS detailed the reasons why GM took no action.

12 Per GMX001 PEM's [Gary Altman] directive we are closing  
13 this PRTS with no action. The main reasons are as following:  
14 All possible solutions were presented to CPIT and VAPIR: a. The lead-time for all the solutions is too long. b. The tooling  
15 cost and piece price are too high. c. None of the solutions  
16 seem to fully countermeasure the possibility of the key being  
turned (ignition turn off) during driving. *Thus none of the  
solutions represents an acceptable business case.*

17 (emphasis added)

18 163. On February 28, 2005, GM issued a bulletin to its dealers regarding engine-  
19 stalling incidents in 2005 Cobalts and 2005 Pontiac Pursuits (the Canadian version of the  
20 Pontiac G5).

21 164. The February 28, 2005 bulletin addressed the potential for drivers of these  
22 vehicles to inadvertently turn off the ignition due to low key ignition cylinder  
23 torque/effort.

24 165. In the February 28, 2005 bulletin, GM provided the following  
25 recommendations/instructions to its dealers *but not to the public in general:*

26 There is potential for the driver to inadvertently turn off  
27 the ignition due to low key ignition cylinder torque/effort. The  
28 concern is more likely to occur if the driver is short and has a  
large heavy key chain.



1 In the cases this condition was documented, the driver's  
2 knee would contact the key chain while the vehicle was  
3 turning. The steering column was adjusted all the way down.  
4 This is more likely to happen to a person that is short as they  
5 will have the seat positioned closer to the steering column.

6 In cases that fit this profile, question the customer  
7 thoroughly to determine if this may be the cause. The  
8 customer should be advised of this potential and to take steps,  
9 such as removing unessential items from their key chains, to  
10 prevent it.

11 Please follow this diagnosis process thoroughly and  
12 complete each step. If the condition exhibited is resolved  
13 without completing every step, the remaining steps do not need  
14 to be performed.

15 166. At that time, however, GM knew that the inadvertent turning off of the  
16 ignition in the Defective Vehicles was due to design defects in the Key System in those  
17 vehicles, and **was not** limited to short drivers using large heavy key chains.

18 167. GM failed to disclose and, in fact, concealed, the February 28, 2005 bulletin  
19 – and/or the information contained therein – to Cobalt and Pursuit owners/lessees, and  
20 sent affirmative representations to dealers that did not accurately describe the nature of  
21 the problem, the multiple design steps needed for a “sure solution” to the problem, and  
22 GM’s knowledge of it.

23 168. Indeed, rather than disclosing this serious safety problem that uniformly  
24 affected all of the Defective Vehicles, GM, instead, concealed and obscured the  
25 problems, electing to wait until customers brought their cars to a dealership after an  
26 engine-stalling incident, and offered even its own dealers only an incomplete, incorrect,  
27 and insufficient description of the defects and the manner in which to actually remedy  
28 them.

169. As of February 2005, GM engineers knew that the Saturn Ion and Chevrolet  
Cobalt vehicles had the safety-related defects discussed in this Complaint.

170. Pursuant to 49 C.F.R. § 573.6 – which requires an automobile manufacturer  
to “furnish a report to the NHTSA for each defect...related to motor vehicle safety,” GM

1 had a duty, no later than February 2005 to disclose the safety-related defects in the  
2 Saturn Ion and Chevrolet Cobalt vehicles.

3 171. Instead of complying with its legal obligations, however, GM fraudulently  
4 concealed the Key System defect from the public, and continued to manufacture and sell  
5 Ions and Cobalts with these known safety defects, causing the People of the State of  
6 California to purchase and own, and continue to own, vehicles that contained a defective  
7 and dangerous system.

8 172. Although it had actual knowledge of safety defects that it was concealing,  
9 GM continued to sell hundreds of thousands of Defective Vehicles, reaping profits from  
10 those sales from purchasers who were never informed the vehicles they were purchasing  
11 had a defective Key System and, therefore, were unable to consider that information in  
12 deciding whether to purchase or lease the Defective Vehicles.

13 173. In March 2005, following its receipt of a customer complaint that his/her  
14 Cobalt vehicle ignition turned off while driving, GM opened another PRTS – Complete  
15 Report (0793/2005-US). Steve Oakley, the brand quality manager for the Cobalt,  
16 originated the PRTS. As part of the PRTS, Mr. Oakley reviewed an email dated March  
17 9, 2005 from Jack Weber, a GM engineer. The subject of the email was “Cobalt SS  
18 Ignition Turn Off.” In the email Mr. Weber stated:

19 I’ve had a chance to drive a Cobalt SS and attempt to turn off  
20 the ignition during heel/toe down shifting. Much to my  
21 surprise, the first time I turned off the ignition switch was  
22 during a normal traffic brake application on I-96. After that I  
23 was able to do a static reproduction of the condition in a  
24 parking lot. I’ve attached photos of the condition with  
25 comments. My Anthropometric Measurements are attached  
26 below:

24 Static view of keys, fob and registration hitting knee.

25 Position of RKE fob during normal driving. Dynamic  
26 evaluation.

27 View of steering column cover and Pass Key 3+”lump” under  
28 the key slot.

1 Key in run position, knee contacting the fob and the split ring  
2 is pulling on the key to move it to the "off" position. Static  
evaluation.

3 Fob has levered around the steering column cover and turned  
the ignition off.

4 Unobstructed view of the fob and column cover.

5 Attached below is documentation of a RAMSIS study  
6 performed to attempt to duplicate the real world condition.

7 Please call at (586) 986-0622 with questions.

8 Jack Weber

9 174. Mr. Weber clearly identified the defects in the Key System while he was  
driving the Cobalt.

10 175. Despite the clear evidence of the safety-related defect with the Key System,  
11 during the March 2005 PRTS, GM engineers decided not to reconsider any of the  
12 proposed solutions discussed during the February 2005 PRTS. Instead, the GM  
13 engineers leading the PRTS recommended that sole corrective action GM should  
14 recommend would be to advise customers to remove excess material from their key  
15 rings, even though GM knew that the inadvertent turning off of the ignition in these  
16 vehicles was due to design defects in the Key System in those vehicles, and was not  
17 limited to drivers having excess key ring materials. During the March 2005 PRTS, GM  
18 engineers decided not to reconsider any of the proposed solutions discussed during the  
19 February 2005 PRTS. Instead, the GM engineers leading the PRTS recommended that  
20 sole corrective action GM should recommend would be to advise customers to remove  
21 excess material from their key rings, *even though GM knew that the inadvertent*  
22 *turning off of the ignition in the Defective Vehicles was due to design defects in the*  
23 *Key System in those vehicles, and was not limited to drivers having excess key ring*  
24 *materials.*

25 176. In May 2005, GM, following its receipt of another customer complaint that  
26 his/her Cobalt vehicle ignition turned off while driving, it opened another PRTS.  
27  
28

1 177. During the May 2005 PRTS, GM decided to redesign the key in order to  
2 reduce the possibility that a driver may inadvertently turn the key from the “run” to the  
3 “accessory/off” position during ordinary driving.

4 178. Despite this initial safety/redesign commitment, however, GM ultimately  
5 failed to follow through on its own decision and closed this PRTS without any action,  
6 further concealing what it knew from the public and continuing to subject the public to  
7 the Defective Vehicles’ serious safety risks.

8 179. At or about this same time, GM, through Alan Adler, GM’s Manager,  
9 Product Safety Communications, issued the following statement on with respect to the  
10 Chevrolet Cobalt’s inadvertent shut-off problems, affirmatively representing that:<sup>8</sup>

11 In rare cases when a combination of factors is present, a  
12 Chevrolet Cobalt driver can cut power to the engine by  
13 inadvertently bumping the ignition key to the accessory or off  
14 position while the car is running.

15 When this happens, the Cobalt is still controllable. The  
16 engine can be restarted after shifting to neutral.

17 GM has analyzed this condition and believes it may  
18 occur when a driver overloads a key ring, or when the driver’s  
19 leg moves amid factors such as steering column position, seat  
20 height and placement. Depending on these factors, a driver  
21 can unintentionally turn the vehicle off.

22 Service advisers are telling customers they can virtually  
23 eliminate this possibility by taking several steps, including  
24 removing non-essential material from their key rings.

25 Ignition systems are designed to have “on” and “off”  
26 positions, and practically any vehicle can have power to a  
27 running engine cut off by inadvertently bumping the ignition  
28 from the run to accessory or off position.

GM’s Statement on Chevrolet Cobalt Inadvertent Shut-offs. GM’s statement, however,  
was demonstrably false and misleading.

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<sup>8</sup> See  
<http://www.nytimes.com/2005/06/19/automobiles/19KEYS.html?pagewanted=print> (last  
visited March 21, 2014).

1 180. Contrary to GM's above-referenced statement, GM's internal testing  
2 documents showed that these incidents occurred when drivers were using keys with the  
3 standard key fob. GM knew that these incidents were not caused by heavy key chains or  
4 a driver's size and seating position. GM knew that removing the non-essential material  
5 from key rings would not "virtually eliminate" the possibility of inadvertent bumping of  
6 the ignition key from the "run" to the "accessory/off" position while the car is running.

7 181. GM's above-referenced statement was further demonstrably false and  
8 misleading because GM knew that these incidents were ultimately caused by the safety-  
9 related defects in the Key System identified in the February 2005 PRTS.

10 182. But GM's affirmative concealment of the problems with the Defective  
11 Vehicles did not end there.

12 183. In a September 28, 2005 email, John Hendler, another GM engineer, wrote:

13 I wanted to close the loop on the Electrical SMT's attempt to  
14 bring a new ignition switch design to the Delta/Kappa vehicles  
15 for MY 08. As the VSE for the Cobalt launch I am very aware  
16 of an issue with "inadvertent ignition offs" due to the low  
17 mounted ignition in the steering column and the low efforts  
18 required to rotate the ignition.

19 A new, more robust, increased effort design is currently being  
20 implemented on the GMT 191 program for MY 07. My  
21 intention was to bring this part number common design to the  
22 Delta/Kappa vehicles for MY08. I attended an X Vapir with  
23 the Delta team to review the pros/cons of this change. The con  
24 of the change is that the piece cost of the ignition switch went  
25 up around \$0.90 and would require \$400K in tooling to add the  
26 almost 500K in volume.

27 At the X Vapir my team was challenged to offset the piece cost  
28 with warranty savings and/or reduced PC/Inv. I worked  
through Purchasing with Stoneridge Poliak to gain the  
reductions. Stoneridge Poliak was unwilling to budge on their  
PC/Inv. The warranty offset for the new switch is in the \$0.10-  
0.15 range.

It was felt by the Delta team that the revision of the slot in the  
ignition key to a hole would significantly reduce the  
inadvertent offs and make any additional changes.



1 Consequently, the ignition switch for the Deltas and Kappas  
2 will remain the carryover single detent switch until the piece  
3 cost hit can be eliminated or significantly reduced. My plan is  
4 to resource this switch design for MY 09 and make it available  
5 for the Deltas, Kappas, and the 19X families.”

6 184. Ray DeGiorgio, the lead design engineer for the Cobalt and Ion ignition  
7 switch, was among the GM employees copied on this email.

8 185. Mr. Hendler’s email shows that, as of September 28, 2005, GM engineers  
9 continued to recognize that the “inadvertent ignition offs” were due to both the low  
10 mounted ignition switch in the steering column and the low effort required to rotate the  
11 ignition. It also shows that, even as GM was implementing an improved ignition switch  
12 on another vehicle line, it rejected implementing this ignition switch in the Defective  
13 Vehicles on Ions and Cobalts solely for cost reasons even though the piece cost of the  
14 ignition switch was less than a dollar.

15 186. On July 29, 2005, Amber Marie Rose, a 16 year old Clinton, Maryland  
16 resident, was driving a 2005 Cobalt when she drove off the road and struck a tree head-  
17 on. Amber’s driver’s side frontal airbag did not deploy and she died as a result of the  
18 injuries she sustained in the crash.

19 187. GM received notice of Amber’s incident in September 2005 and opened an  
20 internal investigation file pertaining to this incident shortly thereafter.

21 188. During its investigation of the incident, GM learned that the key in Amber’s  
22 Cobalt was in the “accessory/off” position at the time of the crash.

23 189. During its investigation of the incident in which Amber was killed in her  
24 Cobalt vehicle, GM also knew that the driver’s side frontal airbag should have deployed  
25 given the circumstances of the crash. Upon information and belief, GM subsequently  
26 entered into a confidential settlement agreement with Amber’s mother.

27 190. In December 2005, shortly after it commenced its internal investigation into  
28 the incident leading to Amber’s death, GM issued a Technical Service Bulletin (05-02-  
35-007) (the “TSB”).



191. The TSB, which GM affirmatively represented applied to 2005–2006 Chevrolet Cobalts, 2006 Chevrolet IIIRs, 2005–2006 Pontiac Pursuit, 2006 Pontiac Solstices, and 2003–2006 Saturn Ions, provided, “Information on Inadvertent Turning of Key Cylinder, Loss of Electrical System and no DTCs,” provided the following service information:

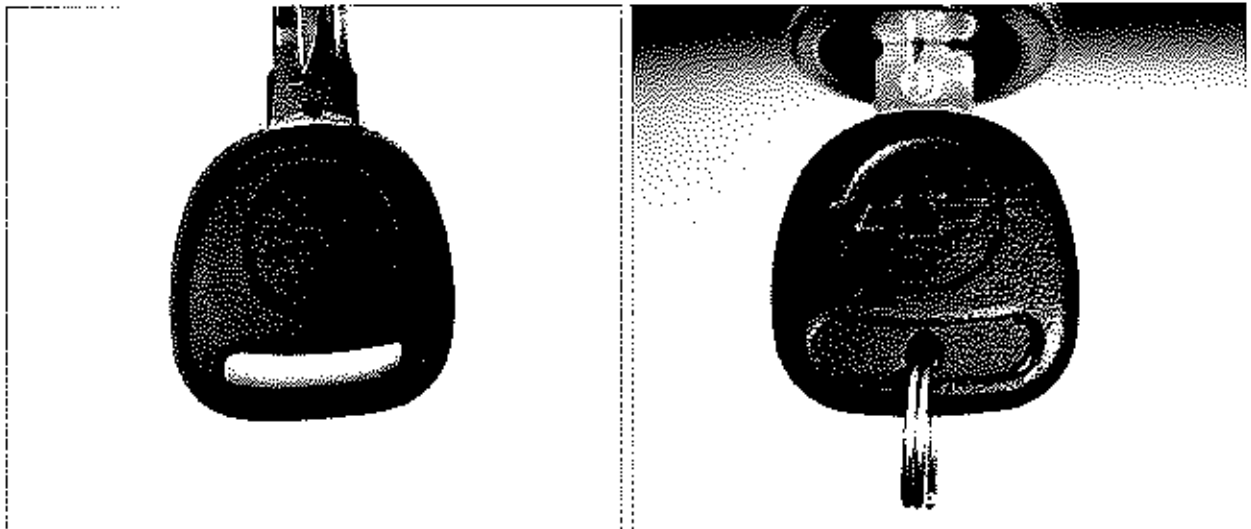
There is potential for the driver to inadvertently turn off the ignition due to low ignition key cylinder torque/effort.

The concern is more likely to occur if the driver is short and has a large and/or heavy key chain. In these cases, this condition was documents and the driver’s knee would contact the key chain while the vehicle was turning and the steering column was adjusted all the way down. This is more likely to happen to a person who is short, as they have the seat positioned closer to the steering column.

In cases that fit this profile, question the customer thoroughly to determine if this may the cause. The customer should be advised of this potential and should take steps to prevent it - such as removing unessential items from their key chain.

Engineering has come up with an insert for the key ring so that it goes from a “slot” design to a hole design. As a result, the key ring cannot move up and down in the slot any longer - it can only rotate on the hole. In addition, the previous key ring has been replaced with a smaller, 13 mm (0.5 in) design. This will result in the keys not hanging as low as in the past.

1           192. An image of the insert changing the “slot” design to a “hole” design appears  
2 as follows:



12  
13           193. As with its prior statement regarding the Defective Vehicles (see above),  
14 the information GM provided in this TSB was also false and misleading.

15           194. In the two PRTSs GM issued before it issued the TSB, GM engineers never  
16 represented that short drivers or heavy key chains were the reasons why these incidents  
17 were happening.

18           195. Indeed, at the time it issued the TSB, GM knew that these incidents were  
19 happening to drivers of all sizes using keys with the standard key fobs.

20           196. In other words, GM knew these incidents were not caused by short drivers  
21 with heavy key chains, but because of the safety-related defects in the Key System of its  
22 Defective Vehicles.

23           197. In 2005, GM began buying back Cobalts from certain customers who were  
24 experiencing engine stalling incidents. GM never told the public that it was buying back  
25 Cobalts under these circumstances. GM refused to buy back Cobalts from other  
26 customers who had also experienced engine stalling incidents. In fact, for many of the  
27 customers who complained about experiencing engine-stalling incidents, GM never  
28 informed these customers of the TSB and/or the availability of the key insert.

1 198. On November 17, 2005 – shortly after Amber’s death and immediately  
2 before GM’s issuance of the TSB – there was *another* incident involving a 2005 Cobalt  
3 in Baldwin, Louisiana. In that incident, the Cobalt went off the road and hit a tree. The  
4 frontal airbags did not deploy in this accident. GM received notice of this accident,  
5 opened a file, and referred to it as the “Colbert” incident.

6 199. On February 10, 2006, in Lanexa, Virginia – shortly after GM issued the  
7 TSB – a 2005 Cobalt flew off of the road and hit a light pole. As with the Colbert  
8 incident (above), the frontal airbags failed to deploy in this incident as well. The  
9 download of the SDM (the vehicle’s “black box”) showed the key was in the  
10 “accessory/off” position at the time of the crash. GM received notice of this accident,  
11 opened a file, and referred to it as the “Carroll” incident.

12 200. On March 14, 2006, in Frederick, Maryland, a 2005 Cobalt traveled off the  
13 road and struck a utility pole. The frontal airbags did not deploy in this incident. The  
14 download of the SDM showed the key was in the “accessory/off” position at the time of  
15 the crash. GM received notice of this incident, opened a file, and referred to it as the  
16 “Oakley” incident.

17 201. On August 1, 2006, following its receipt of a customer complaint about a  
18 Cobalt stalling while driving, GM opened yet another PRTS relating to this issue. GM  
19 closed this PRTS on October 2, 2006 however, without taking any action.

20 202. In October 2006, GM updated the TSB (05-02-35-007) to include additional  
21 model years: the 2007 Saturn Ion and Sky, 2007 Chevrolet HHR, 2007 Cobalt and 2007  
22 Pontiac Solstice and G5. These vehicles had the same safety-related defects in the Key  
23 System as the vehicles in the original TSB.

24 203. On December 29, 2006, in Sellenville, Pennsylvania, a 2005 Cobalt drove  
25 off the road and hit a tree. The frontal airbags failed to deploy in this incident. GM  
26 received notice of this incident, opened a file, and referred to it as the “Frei” incident.  
27  
28

1           204. On February 6, 2007, in Shaker Township, Pennsylvania, a 2006 Cobalt  
2 sailed off the road and struck a truck. Despite there being a frontal impact in this  
3 incident, the frontal airbags failed to deploy. The download of the SDM showed the key  
4 was in the "accessory/off" position. GM received notice of this incident, opened a file,  
5 and referred to it as the "White" incident.

6           205. In August 2007, GM met with Continental to review the Sensing and  
7 Diagnostic Module ("SDM") data from a crash of a 2005 Chevrolet Cobalt where the  
8 airbags failed to deploy resulting in a fatal injury. By this time, Continental had  
9 knowledge of the safety-related defects discussed in this Complaint. Continental had a  
10 duty to disclose the safety-related defects in the Defective Vehicles which had been  
11 manufactured and sold up until that time. Continental, however, fraudulently concealed  
12 the safety-related defects from NHTSA and the public.

13           206. On August 6, 2007, in Cross Lanes, West Virginia, a 2006 Cobalt rear-  
14 ended a truck. The frontal airbags failed to deploy. GM received notice of this incident,  
15 opened a file, and referred to it as the "McCormick" incident.

16           207. In September 2007, the Chief of the Defect Assessment Division within the  
17 Office of Defects Investigation ("ODI") of the National Highway Traffic Safety  
18 Administration ("NHTSA") emailed other ODI officials and proposed an investigation  
19 of "frontal airbag non-deployment [sic] in the 2003-2006 Chevrolet Cobalt/Saturn Ion."  
20 This email went on to state that the:

21           . . . issue was promoted by a pattern of reported non-  
22 deployments in VOQ [Vehicle Owners' Questionnaire]  
23 complaints that was first observed in early 2005. Since that  
24 time, [the Defects Assessment Division] has followed up on  
25 the complaints, enlisted the support of NHTSA's Special Crash  
26 Investigations (SCI) team, discussed the matter with GM, and  
27 received a related HWD Referral. Notwithstanding GM's  
28 indications that they see no specific problem pattern, DAD  
perceives a pattern of non-deployments in these vehicles that  
does not exist in their peers . .

1        208. This email from the Chief of the Defect Assessment Division at NHTSA  
2 shows that, as of September 2007, GM was deliberately misleading NHTSA and  
3 concealing the defects in the Key Systems in the Defective Vehicles from NHTSA in  
4 violation of federal law.

5        209. On September 25, 2007, in New Orleans, Louisiana, a 2007 Cobalt lost  
6 control and struck a guardrail. Despite there being a frontal impact in this incident, the  
7 frontal airbags failed to deploy. GM received notice of this incident, opened a file, and  
8 referred to it as the "Gathe" incident.

9        210. On October 16, 2007, in Lyndhurst, Ohio, a 2005 Cobalt traveled off road  
10 and hit a tree. The frontal airbags failed to deploy. GM received notice of this incident,  
11 opened a file, and referred to it as the "Breen" incident.

12        211. On April 5, 2008, in Sommerville, Tennessee, a 2006 Cobalt traveled off  
13 the road and struck a tree. Despite there being a frontal impact in this incident, the  
14 frontal airbags failed to deploy. The download of the SDM showed the key was in the  
15 "accessory/off" position. GM received notice of this incident, opened a file, and referred  
16 to it as the "Freeman" incident.

17        212. On May 21, 2008, in Argyle, Wisconsin, a 2007 G5 traveled off the road  
18 and struck a tree. Despite there being a frontal impact in this incident, the frontal airbags  
19 failed to deploy. The download of the SDM showed the key was in the "accessory/off"  
20 position. GM received notice of this incident, opened a file, and referred to it as the  
21 "Wild" incident.

22        213. On May 28, 2008, in Lufkin, Texas, a 2007 Cobalt traveled off the road and  
23 struck a tree. Despite there being a frontal impact in this incident, the frontal airbags  
24 failed to deploy. GM received notice of this incident, opened a file, and referred to it as  
25 the "McDonald" incident.

26        214. On September 13, 2008, in Lincoln Township, Michigan, a 2006 Cobalt  
27 traveled off the road and struck a tree. Despite there being a frontal impact in this  
28



1 incident, the frontal airbags failed to deploy. GM received notice of this incident,  
2 opened a file, and referred to it as the “Harding” incident.

3 215. On November 29, 2008, in Rolling Hills Estates, California, a 2008 Cobalt  
4 traveled off the road and hit a tree. Despite there being a frontal impact in this incident,  
5 the frontal airbags failed to deploy. GM received notice of this incident, opened a file,  
6 and referred to it as the “Dunn” incident.

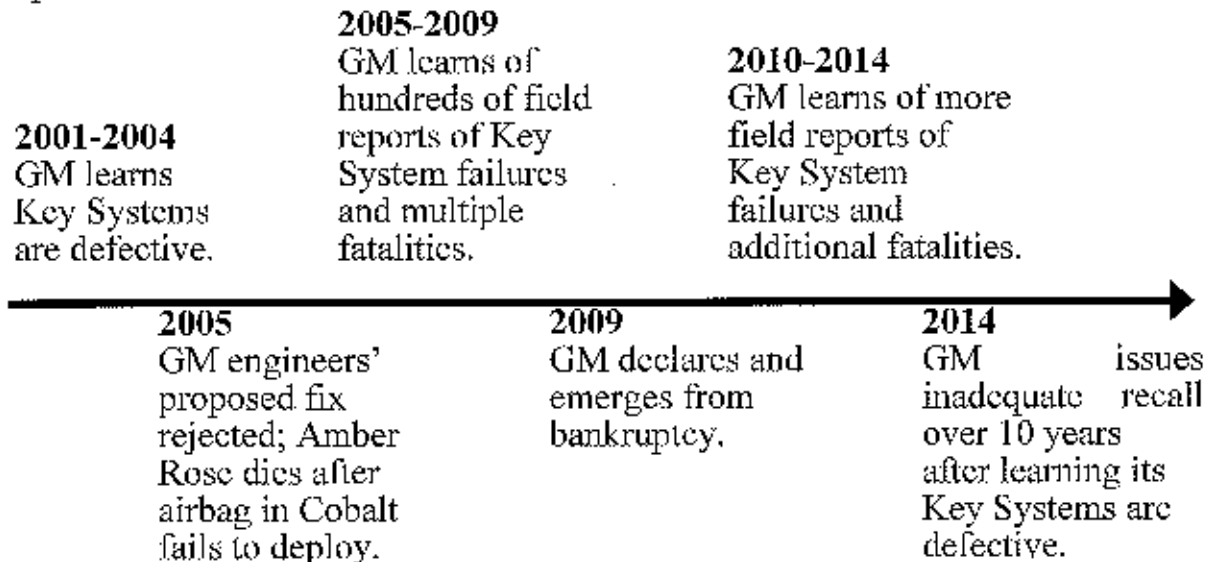
7 216. On December 6, 2008, in Lake Placid, Florida, a 2007 Cobalt traveled off  
8 the road and hit a utility pole. Despite there being a frontal impact in this incident, the  
9 frontal airbags failed to deploy. The download of the SDM showed the key was in the  
10 “accessory/off” position. GM received notice of this incident, opened a file, and referred  
11 to it as the “Grondona” incident.

12 217. In February 2009, GM opened yet another PRTS with respect to the  
13 Defective Vehicles – this time to investigate why the slot in the key in Cobalts allowed  
14 the key chain to hang too low in the vehicles, as well as the inadvertent shutting off of  
15 the vehicles.

16 218. Through this PRTS, GM determined that changing the key from a slot to a  
17 hole would significantly reduce the likelihood of inadvertent turning off the ignition  
18 switch.

19 219. In March 2009, GM approved of the design change in the key from the slot  
20 to a hole. According to GM, this redesigned change was implemented in model year  
21 2010 Cobalts. GM, however, chose not to provide these redesigned keys the owners or  
22 lessees of any of the vehicles implicated in the TSB (see Paragraph 190, above),  
23 including the 2005–2007 Cobalts.

220. This timeline gives a short overview of some key points between 2004 and the present, as discussed above:



221. Throughout this entire time period, GM was selling the Defective Vehicles to consumers for full price, and consumers were purchasing them believing that the vehicles were non-defective, but all the while GM concealing the extent and nature of the defects in the Defective Vehicles.

### Old GM's Marketing Represented to the Public that the Defective Vehicles Were Safe

222. In a section called "safety," Old GM's Chevrolet website stated:<sup>9</sup>

#### **OUR COMMITMENT**

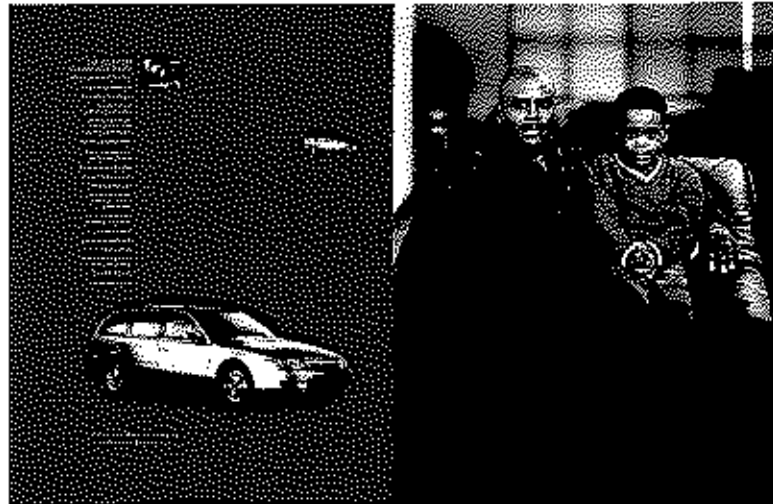
Your family's safety is important to us. Whether it's a short errand around town or a cross-country road trip, Chevrolet is committed to keeping you and your family safe — from the start of your journey to your destination.

That's why every Chevrolet is designed with a comprehensive list of safety and security features to help give you peace of mind. Choose from the safety features below to learn more about how they work, and which Chevy vehicles offer them.

223. Similarly, old GM promoted its Saturn vehicle line on television with statements like "Putting people first," and "Saturn. People First."<sup>10</sup>

<sup>9</sup> See <http://web.archive.org/web/20050507180553/http://www.chevrolet.com/safety> (last visited March 21, 2014).

1        224. Saturn's print ad campaign featured advertisements like the following,  
2 which stated, among other things, "Need is where you begin. In cars, it's about things  
3 like reliability, durability and, of course, safety. That's where we started when  
4 developing our new line of cars":



13        225. In sum, in order to increase sales, old GM touted the safety of its vehicles.

14        226. But, when the time came for the company to stay true to its words, neither  
15 old GM, nor GM disclosed its knowledge about the dangerous Key System defects to its  
16 customers.

17                    **Meet the New GM, Same as the Old GM**

18        227. In 2009, GM declared bankruptcy, and, weeks later, it emerged from  
19 bankruptcy. Both before and after GM's bankruptcy, the ignition switches in the  
20 Defective Vehicles continued to fail and GM, in all iterations, continued to conceal the  
21 truth.

22        228. On May 15, 2009, GM again met with Continental and requested that  
23 Continental download SDM data from a 2006 Chevrolet Cobalt accident where the  
24 airbags failed to deploy. In a report dated May 11, 2009, Continental analyzed the SDM  
25 data, and concluded that the SDM ignition state changed from "Run" to "Off" during the  
26

27  
28        <sup>10</sup> See <http://www.youtube.com/watch?v=PcddX1UkIhE> (last visited March 21, 2014).

1 accident, which, in turn, caused the front and side airbags not to deploy. Continental had  
2 a duty to disclose the safety-related defects in the Defective Vehicles which had been  
3 manufactured and sold up until that time. Continental, however, fraudulently concealed  
4 the safety-related defects from NHTSA and the public.

5 229. On March 10, 2010, Brooke Melton was driving her 2005 Cobalt on a two-  
6 lane highway in Paulding County, Georgia. While she was driving, her key turned from  
7 the "run" to the "accessory/off" position causing her engine to shut off. After her engine  
8 shut off, she lost control of her Cobalt, which traveled into an oncoming traffic lane,  
9 where it collided with an oncoming car. Brooke was killed in the crash.

10 230. On March 22, 2011, Ryan Jahr, a GM engineer, downloaded the SDM from  
11 Brooke's Cobalt. The information from the SDM download showed that the key in  
12 Brooke's Cobalt turned from the "run" to the "accessory/off" position 3-4 seconds  
13 before the crash. On June 24, 2011, Brooke Melton's parents, Ken and Beth Melton,  
14 filed a lawsuit against GM.

15 231. On December 31, 2010, in Rutherford County Tennessee, a 2006 Cobalt  
16 traveled off the road and struck a tree. Despite there being a frontal impact in this  
17 incident, the frontal airbags failed to deploy. The download of the SDM showed the key  
18 was in the "accessory/off" position. GM received notice of this incident, opened a file,  
19 and referred to it as the "Chansuthus" incident.

20 232. On December 31, 2010, in Harlingen, Texas, a 2006 Cobalt traveled off the  
21 road and struck a curb. Despite there being a frontal impact in this incident, the frontal  
22 airbags failed to deploy. GM received notice of this incident, opened a file, and referred  
23 to it as the "Najera" incident.

24 233. On December 18, 2011, in Parksville, South Carolina, a 2007 Cobalt  
25 traveled off the road and struck a tree. Despite there being a frontal impact in this  
26 incident, the frontal airbags failed to deploy. The download of the SDM showed the key  
27 was in the "accessory/off" position. GM received notice of this incident, opened a file,  
28

1 and referred to it as the "Sullivan" incident.

2 234. These incidents are not limited to vehicles of model year 2007 and before.  
3 According to GM's own investigation, there have been over 250 crashes involving 2008-  
4 2010 Chevrolet Cobalts in which the airbags failed to deploy.

5 **GM Investigates Further, but Continues to Conceal the Defect**

6 235. In 2010, GM began a formal investigation of the frontal airbag non-  
7 deployment incidents in Chevrolet Cobalts and Pontiac G5s. GM subsequently elevated  
8 the investigation to a Field Performance Evaluation ("FPE").

9 236. In August 2011, GM assigned Engineering Group Manager, Brian Stouffer  
10 as the Field Performance Assessment Engineer ("FPAE") to assist with the FPE  
11 investigation.

12 237. In Spring 2012, Stouffer asked Jim Federico, a high level executive and  
13 chief engineer at GM, to oversee the FPE investigation. Federico was the "executive  
14 champion" for the investigation to help coordinate resources for the FPE investigation.

15 238. In May 2012, GM engineers tested the torque on the ignition switches for  
16 2005-2009 Cobalt, 2007, 2009 Pontiac G5, 2006-2009 HHR, and 2003-2007 Ion  
17 vehicles in a junkyard. The results of these tests showed that the torque required to turn  
18 the ignition switches in most of these vehicles from the "run" to the "accessory/off"  
19 position did not meet GM's minimum torque specification requirements, including the  
20 2008-2009 vehicles. These results were reported to Stouffer and other members of the  
21 FPE.

22 239. In September 2012, Stouffer requested assistance from a "Red X Team" as  
23 part of the FPE investigation. The Red X Team was a group of engineers within GM  
24 assigned to find the root cause of the airbag non-deployments in frontal accidents  
25 involving Chevrolet Cobalts and Pontiac G5s. By that time, however, it was clear that  
26 the root cause of the airbag non-deployments in a majority of the frontal accidents was  
27 the defective Key System. The Red X Team became involved in the investigation  
28

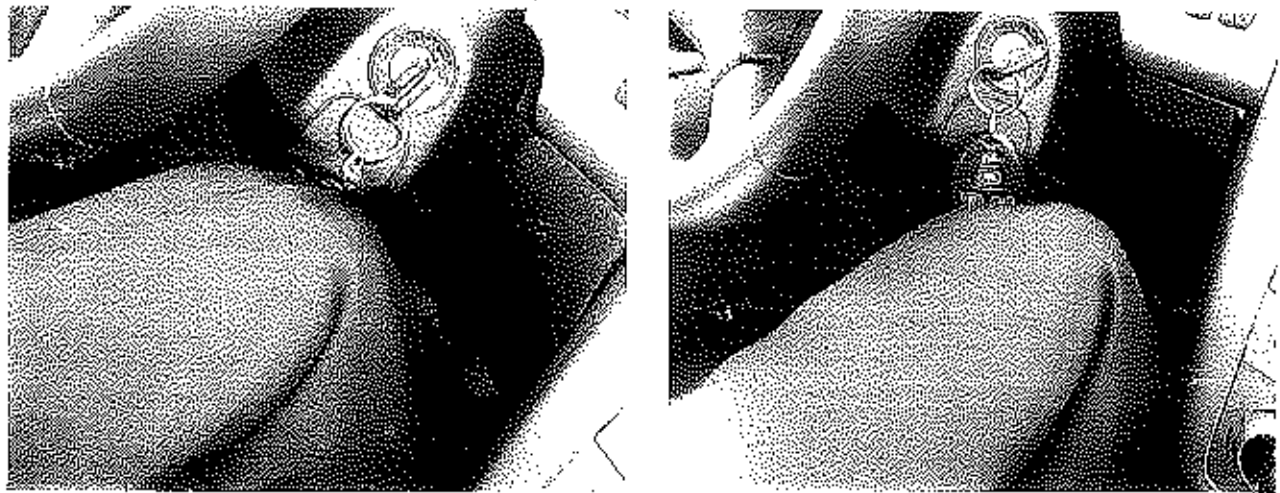


1 shortly after Mr. Stouffer's request.

2 240. During the field-performance-evaluation process, GM determined that,  
3 although increasing the detent in the ignition switch would reduce the chance that the  
4 key would inadvertently move from the "run" to the "accessory/off" position, it would  
5 not be a total solution to the problem.

6 241. Indeed, the GM engineers identified several additional ways to actually fix  
7 the problem. These ideas included adding a shroud to prevent a driver's knee from  
8 contacting the key, modifying the key and lock cylinder to orient the key in an upward  
9 facing orientation when in the run position, and adding a push button to the lock cylinder  
10 to prevent it from slipping out of run. GM rejected each of these ideas.

11 242. The photographs below are of a GM engineer in the driver's seat of a  
12 Cobalt during the investigation of Cobalt engine stalling incidents:



21 243. These photographs show the dangerous condition of the position of the key  
22 in the lock module on the steering column, as well as the key with the slot, which allow  
23 the key fob to hang too low off of the steering column. GM engineers understood that  
24 the key fob may be impacted and pinched between the driver's knee and the steering  
25 column which causes the key to be inadvertently turned from the run to accessory/off  
26 position. The photographs show why the GM engineers understood that increasing the  
27 detent in the ignition switch would not be a total solution to the problem. It also shows  
28

1 why GM engineers believe that the additional changes to the Key System (such as the  
2 shroud) were necessary to fix the defects with the Key System.

3 244. The GM engineers clearly understood that increasing the detent in the  
4 ignition switch alone was not a solution to the problem but GM concealed and  
5 continued to conceal – from the public, the nature and extent of the defects.

6 245. By 2012, Federico, Stouffer, and the remaining members of the Red X  
7 Team knew that the Key System in the Ion, the Cobalt, and the G5 vehicles had safety-  
8 related defects that would cause the key to move from the “run” to the “accessory/off”  
9 position while driving these vehicles. They also knew that when this happened the  
10 airbags would no longer work in frontal crashes.

11 246. On October 4, 2012, there was a meeting of the Red X Team during which  
12 Federico gave an update of the Cobalt airbag non-deploy investigation. According to an  
13 email from Stouffer on the same date, the “primary discussion was on what it would take  
14 to keep the SDM active if the ignition key was turned to the accessory mode.” Despite  
15 this recognition by GM engineers that the SDM should remain active if the key is turned  
16 to the accessory/off mode, GM and Continental have done nothing to remedy this safety-  
17 related defect and have fraudulently concealed, and continue to fraudulently conceal it,  
18 from the public.

19 247. During the October 4, 2012 meeting, Stouffer, and the other members of the  
20 Red X Team also discussed “revising the ignition switch to increase the effort to turn the  
21 key from Run to Accessory.”

22 248. On October 4, 2012, at 9:07 p.m., Stouffer emailed DiGeorgio and asked  
23 him to “develop a high level proposal on what it would take to create a new switch for  
24 service with higher efforts.”

25 On October 5, 2012, at 7:39 a.m., DeGeorgio responded:

26 Brian,

27 In order to provide you with a HIGH level proposal, I need to  
28 understand what my requirements are. what is the TORQUE value

1 that you desire?

2 Without this information I cannot develop a proposal.

3 249. At 9:05 a.m. on that same day, Stouffer in responding to DeGiorgio's email,  
4 stated:

5 Ray,

6 As I said in my original statement, I currently don't know what the  
7 torque value needs to be. Significant work is required to determine the  
8 torque. What is requested is a high level understanding of what it  
9 would take to create a new switch.

10 250. DiGiorgio responded back to Stouffer at 9:33 a.m. that same morning:

11 Brian,

12 Not knowing what my requirements are I will take a SWAG at the  
13 Torque required for a new switch. Here is my high level proposal:

14 **Assumption is 100 N cm Torque.**

- 15 • New switch design = Engineering Cost Estimate  
16 approx.. \$300,000
- 17 • Lead Time = 18 – 24 months from issuance of GM  
18 Purchase Order and supplier selection.

19 Let me know if you have any additional questions.

20 251. Stouffer admitted during his deposition that DeGiorgio's reference to  
21 SWAG was an acronym for Silly Wild-Ass Guess.

22 252. DeGiorgio's cavalier attitude exemplifies GM's decade-long approach to  
23 the safety-related defects that existed in the Key System and Airbag System in the  
24 Defective Vehicles. Rather than seriously addressing the safety-related defects in the  
25 Key System, DeGiorgio's emails show he understood the ignition switches were  
26 contributing to the crashes and fatalities and he could not care less.

27 253. It is also obvious from this email exchange that Stouffer, who was a leader  
28 of the Red X Team, had no problem with DeGiorgio's cavalier and condescending  
response to the request that he evaluate the redesign of the ignition switches.

254. Federico, Stouffer, and the other members of the Red X Team also  
understood that these safety-related defects had caused or contributed to numerous

1 accidents and multiple fatalities. Despite this knowledge, GM chose to conceal this  
2 information from the public, including the People of the State of California.

3 255. Under 49 C.F.R. ¶ 573.6, GM had a duty in 2012 to disclose the safety-  
4 related defects in the Ion, Cobalt, and G5. Rather than comply with their legal  
5 obligations, GM continued to fraudulently conceal these defects from the public and the  
6 U.S. government.

7 256. In December 2012, in Pensacola, Florida, Ebram Handy, a GM engineer,  
8 participated in an inspection of components from Brooke Melton's Cobalt, including the  
9 ignition switch. At that inspection, Handy, along with Mark Hood, a mechanical  
10 engineer retained by the Meltons, conducted testing on the ignition switch from Brooke  
11 Melton's vehicle, as well as a replacement ignition switch for the 2005 Cobalt.

12 257. At that inspection, Handy observed that the results of the testing showed  
13 that the torque performance on the ignition switch from Brooke Melton's Cobalt was  
14 well below GM's minimum torque performance specifications. Handy also observed  
15 that the torque performance on the replacement ignition switch was significantly higher  
16 than the torque performance on the ignition switch in Brooke Melton's Cobalt.

17 258. In January 2013, Handy, in preparation for his Rule 30(b)(6) deposition in  
18 the *Melton* case, spoke with several GM engineers, including DeGiorgio and Stouffer.  
19 At that time, Handy knew that, based on the testing he had observed, the original  
20 ignition switch in the 2005 Cobalt failed to meet GM's minimum torque performance  
21 specifications and that GM had redesigned the ignition switches that were being sold as  
22 replacement switches. GM knew that an ignition switch that did not meet its minimum  
23 torque performance requirements was a safety-related defect.

24 259. GM engineers integrally involved with this situation have admitted that GM  
25 never should have sold the Defective Vehicles with ignition switches that did not meet  
26 its minimum torque performance requirements.

27 260. On April 29, 2013, Ray DeGiorgio, the chief design engineer for the  
28



1 ignition switches in the Defective Vehicles was deposed in Detroit, Michigan. At his  
2 deposition, Mr. DeGiorgio was shown photographs of the differences between the  
3 ignition switch in Brooke's Cobalt and the ignition switch in the 2008 Cobalt or  
4 replacement ignition switch. After looking at the photographs of the different ignition  
5 switches, Mr. DeGiorgio testified as follows:

6 Q. The one on the right, Exhibit 13 is an '05 or an '06, and the one on the left,  
7 Exhibit 14, is either an '08 or replacement. Do you see the difference?

8 A. Yes.

9 Q. Have you noticed that before today, Mr. DeGiorgio?

10 A. No sir.

11 Q. Were you aware of this before today, Mr. DeGiorgio?

12 MR. HOLLADAY: Object to the form. You can answer.

13 THE WITNESS: No sir.

14 Q. It appears to be pretty clear that the plunger and the cap is taller on Exhibit 14  
15 compared to Exhibit 13, isn't it?

16 A. That's correct.

17 Q. How is a taller cap going to affect the rotational resistance?

18 A. It's hard to determine from these pictures exactly if it is a taller cap or is it  
19 recessed inside the housing or not. It's hard for me to assess, really, what I'm  
20 looking at.

21 Q. You've taken apart a number of switches and you're telling the jury you've  
22 never noticed the difference in the plunger between the '05 and '06 versus the new  
23 resistor or switch?

24 MR. HOLLADAY: Object to the form.

25 THE WITNESS: I did not notice, no.

26 (DeGiorgio Deposition, pp. 149-150)

27 261. Mr. DeGiorgio was then further questioned about his knowledge of any  
28



1 differences in the ignition switches:

2 Q. And I'll ask the same question. You were not aware before today  
3 that GM had changed the spring -- the spring on the ignition switch  
4 had been changed from '05 to the replacement switch?

5 MR. HOLLADAY: Object to the form. Lack of predicate and  
6 foundation. You can answer.

7 THE WITNESS: I was not aware of a detent plunger switch change.  
8 We certainly did not approve a detent plunger design change.

9 Q. Well, suppliers aren't supposed to make changes such as this  
10 without GM's approval, correct?

11 A. That is correct.

12 Q. And you are saying that no one at GM, as far as you know, was  
13 aware of this before today?

14 MR. HOLLADAY: Object. Lack of predicate and foundation.  
15 You can answer.

16 THE WITNESS: I am not aware about this change.

17  
18 (DeGiorgio Deposition, pp. 151-152)

19 262. Mr. DeGiorgio's testimony left no doubt that he had absolutely no  
20 knowledge of any change in the ignition switch in 2005-2010 Cobalts.

21 263. Mr. DeGiorgio also provided the following testimony about the ignition  
22 switch supplier, Delphi:

23 Q. And there weren't any changes made -- or were there changes made to the  
24 switch between '05 and 2010 that would have affected the torque values to move  
25 the key from the various positions in the cylinder?

26 A. There was one change made to the resistor in '08, but that should not have  
27 affected the torque or the displacement of the switch.  
28

1 I can restate this way: There was an electrical change made in '08, but not a  
2 mechanical change – at least there were no official changes, mechanical changes,  
3 made to the switch that I know of.

4 Q. When you say no official, could there be unofficial changes made?

5 A. I'm not saying that there was, I'm just saying if there was something changed  
6 at the supplier side, we were not aware of it and we did not approve it, okay?

7 (DeGiorgio Deposition, pp. 57-58)

8 Q. Did you ask Mary Fitz or anyone from Delphi whether there, in fact, had been  
9 any changes made to the ignition switch?

10 A. Yes, yes I did. And they came back, said there's been no changes made to the  
11 switch since the introduction to production.

12 Q. Who told you that?

13 A. Mary Fitz.

14 Q. Where is she located?

15 A. She's located in, I want to say, Delphi headquarters here in Michigan.

16 (DeGiorgio Deposition, pp. 117-118)

17 264. Mr. DeGiorgio's testimony left no doubt that he had spoken with Delphi  
18 employees and that they confirmed there were no changes made to the ignition switch in  
19 2005-2010 Cobalts.

20 265. Mr. DeGiorgio signed his errata sheet on May 23, 2013. In the signed  
21 errata sheet, Mr. DeGiorgio did not change any testimony referenced in this Complaint.

22 266. On June 12, 2013, Mr. Altman, the Cobalt program engineering manager,  
23 testified as follows during his deposition in *Melton v. GM*:

24 Q. And the vehicle never should have been sold if it didn't  
25 meet GM's minimum torque speci - performance  
26 requirements, should it?

27 MR. FRANKLIN: Object to form.

28 THE WITNESS: That's correct.

1 Q. And the reason is is because that could be dangerous under  
2 certain situations, because the key can move from run to  
3 accessory?

4 MR. FRANKLIN: Object to form.

5 THE WITNESS: Yes.

6 (Gary Altman Depo., pp. 23-24)

7 267. All of these incidents -- as well as all of the GM documents that were  
8 included as the "Purchased Assets" for new GM -- gave Defendant GM actual  
9 knowledge of the defects in the Key System in the Defective Vehicles. Notwithstanding  
10 those facts, coupled with its successor liability based on the above-described fraudulent  
11 concealment of the problems with the Defective Vehicles, Defendant GM continued to  
12 fraudulently conceal the nature and extent of the defects from the public, inducing  
13 customers to reasonably continue to own or purchase Defective Vehicles with no  
14 knowledge of the existence of these serious and uniform defects.

### 15 **GM Issues a Recall – Ten Years Too Late**

16 268. On February 7, 2014, GM, in a letter from Carmen Benavides, Director --  
17 Product Investigations and Safety Regulations for GM, informed NHTSA that it was  
18 conducting Recall No. 13454 for certain 2005-2007 model year Chevrolet Cobalts and  
19 2007 model year Pontiac G5 vehicles.

20 269. In its February 7, 2014 letter to NHTSA, GM represented that as  
21 replacement ignition switches became available, GM would replace the ignition switches  
22 on the Defective Vehicles.

23 270. On February 19, 2014, a request for timeliness query of General Motors'  
24 Safety Recall 13454 was sent to NHTSA ("timeliness query"). The timeliness query  
25 pointed out that GM had failed to recall all of the vehicles with the defective ignition  
26 switches.

27 271. The February 19, 2014 timeliness query also asked NHTSA to investigate  
28 GM's failure to fulfill its legal obligation to report the safety defects in the Defective  
Vehicles to NHTSA within five days of discovering the defect.

1           272. On February 24, 2014, GM sent a letter to Ms. Benavides and informed  
2 NHTSA it was expanding the recall to include 2006-2007 model year (MY) Chevrolet  
3 HHR and Pontiac Solstice, 2003-2007 MY Saturn Ion, and 2007 MY Saturn Sky  
4 vehicles.

5           273. GM included an Attachment to the February 24, 2014 letter. In the  
6 Attachment GM, **for the first time**, admitted that GM authorized a change in the  
7 ignition switch in 2006. Specifically, GM stated:

8           On April 26, 2006, the GM design engineer responsible for the  
9 Cobalt's ignition switch signed a document approving changes  
10 to the ignition switch proposed by the supplier, Delphi  
11 Mechatronics. The approved changes included, among other  
12 things, the use of a new detent plunger and spring that  
13 increased torque force in the ignition switch. This change to  
14 the ignition switch was not reflected in a corresponding change  
15 in the part number for the ignition switch. GM believes that  
16 the supplier began providing the re-designed ignition switch to  
17 GM at some point during the 2007 model year.

18           274. GM then produced more than 200,000 pages of documents in response to  
19 Congressional requests leading up to the hearings April 1 and 2, 2014.

20           275. Among these internal GM documents, there is a 2011 email correspondence  
21 from Terry Woychowski, a senior GM engineer, to Mary T. Barra, General Motors'  
22 current chief executive (who, at the time, served as the vice president for global product  
23 development), and cc'ing William Kemp, a top GM safety attorney. The email alerted  
24 Ms. Barra to widening problems with power steering in the Cobalt, Pontiac G5, and  
25 Saturn Ion. While the email did not focus on the defects in the Key System and Airbag  
26 System at issue in this case, it does suggest that Ms. Barra was made aware of safety  
27 problems in the Defective Vehicles earlier than she has stated in testimony before  
28 Congress.

          276. In another email correspondence from Frank S. Boris II, director of the  
NHTSA's Office of Defects Investigation ("ODI"), to a GM employee in charge of  
product investigations, Mr. Boris complained about the difficulties of working with GM,

1 stating that “[t]he general perception is that G.M. is slow to communicate, slow to act  
2 and, at times, requires additional effort of [ODI] that we do not feel is necessary with  
3 some of your peers.”

4 277. The documents produced by GM also included a document titled,  
5 “GENERAL MOTORS COMMODITY VALIDATION SIGN-OFF,” dated April 26,  
6 2006. According to this document, Delphi had met all of the sign-off requirements in  
7 order to provide a new ignition switch for certain GM vehicles. GM has acknowledged  
8 that the ignition switch in the Cobalt was included in this design change.

9 278. The design change included a new detent plunger “to increase torque force  
10 in the switch.” Mr. DeGiorgio’s signature is on this page as the GM authorized engineer  
11 who signed off on this change to the ignition switch.

12 279. This GM Commodity Validation Sign-Off shows that Mr. DeGiorgio  
13 repeatedly perjured himself during his deposition on April 29, 2013. Mr. DeGiorgio  
14 perjured himself in order to fraudulently conceal evidence from the Meltons that GM  
15 had signed off on the change in the ignition switch so that the Meltons, and ultimately a  
16 jury, would never know that GM was changing the switches in 2007 and later model  
17 year Cobalts and concealing these changes from Brooke.

18 280. Mr. DeGiorgio perjured himself when he signed the errata sheet confirming  
19 that all the testimony was true and accurate.

20 281. On March 17, 2014, Mary T. Barra, General Motors’ chief executive issued  
21 an internal video, which was broadcast to employees.<sup>11</sup> In the video, Ms. Barra admits:

22 . . . Scrutiny of the recall has expanded beyond the review by  
23 the federal regulators at NHTSA, the National Highway  
24 Traffic Safety Administration. As of now, two congressional  
25 committees have announced that they will examine the issue.  
26 And it’s been reported that the Department of Justice is  
27 looking into this matter. . . . *These are serious developments*

28 <sup>11</sup> See

<http://media.gm.com/media/us/en/gm/news.detail.html/content/Pages/news/us/en/2014/mar/0317-video.html> (last visited March 21, 2014) (emphasis added).



1           *that shouldn't surprise anyone. After all, something went*  
2           *wrong with our process in this instance and terrible things*  
3           *happened. . . . The bottom line is, we will be better because of*  
4           *this tragic situation, if we seize the opportunity. . . . I ask*  
5           everyone to stay focused on making today's GM the best it can  
6           be.

7           282. On March 28, 2014, GM again expanded the ignition switch recall to cover  
8           all model years of the Chevrolet Cobalt and HHR, the Pontiac G5 and Solstice and the  
9           Saturn Ion and Sky in the United States. According to reports, this second expansion of  
10          the ignition switch recall covers an additional 824,000 vehicles in the U.S., bringing the  
11          number of recalled vehicles to 2,191,146.

12          283. Not only is GM's recall ten years too late, it is completely insufficient to  
13          correct the safety-related defects in the Defective Vehicles.

14          284. Since at least 2005, GM has known that simply replacing the ignition  
15          switches on the Defective Vehicles is not a solution to the potential for the key to  
16          inadvertently turn from the "run" to the "accessory/off" position in these vehicles.

17          285. Additionally, GM's recall fails to address the design defect that causes the  
18          key fob/chain to hang too low on the steering column.

19          286. Thus, even when the ignition switches are replaced, this defective condition  
20          would still exist in the Defective Vehicles and there continues to be the potential for a  
21          driver to contact the key chain and inadvertently turn the key from the "run" to the  
22          "accessory/off" position.

23          287. The recall is further insufficient because, through this recall, GM is not  
24          replacing all of the keys in the Defective Vehicles with the redesigned key with a hole  
25          instead of a slot. GM provided these keys to owners/lessees of the 2010 Cobalt with the  
26          understanding that the redesigned key would reduce the chance that the key could be  
27          inadvertently turned from the "run" to the "accessory/off" position.

28          288. The recall also fails to address the design defects in the Defective Vehicles  
            which disables the airbag immediately upon the engine shutting off.

289. Although GM contends that it changed the ignition switch in some 2007 Cobalts and most of the 2008-2010 Cobalts, there continue to be non-deployment events in the later model Cobalts. Undermining GM's position is GM's own investigation into the non-deployment events in Cobalts identifies over 250 non-deploy crashes involving 2008-2010 Cobalts.

290. GM's engineers understood that increasing the detent in the ignition switch alone was not a solution to the problem, but GM concealed – and continues to conceal from the public, including the People of the State of California, the nature and extent of the defects, which the current recall will not cure.

#### **GM Expands Recall – Suspends Two Engineers**

291. On Wednesday, April 9, 2014, GM issued an expanded recall of all 2003-2007 Saturn Ion, 2005 - 2010 Chevrolet Cobalt, 2006 - 2010 Pontiac Solstice, 2007 - 2010 Pontiac G5, 2007 - 2010 Saturn Sky, and 2006 - 2011 Chevrolet HHR vehicles.

292. GM's stated purpose for the expanded recall is to replace "lock cylinder" into which the key is inserted, because the current lock cylinders allow the key to be pulled out while the car is still running.

293. According to GM, the defective lock cylinder could lead to "a possible roll-away, crash and occupant or pedestrian injuries."

294. The next day, April 10, 2014 GM announced that it was suspending Ray DeGiorgio, the lead design engineer for the Cobalt and Ion ignition switch, and Gary Altman, GM's program-engineering manager for the Cobalt, for their respective roles in GM's safety failure.

295. This announcement came after Ms. Barra, GM's chief executive, was briefed on the results of former United States Attorney Anton R. Valukas internal investigation of the company, which was conducted in response to growing concerns regarding the safety of the Defective Vehicles.

296. Additionally, GM also announced a new program entitled "Speak Up for Safety," which is intended to encourage GM employees to report potential customer safety issues. According to Ms. Barra, this program is being adopted because "GM must embrace a culture where safety and quality come first." Unfortunately, these actions are too little, too late.

### **CLASS ACTION ALLEGATIONS**

297. Plaintiffs bring this action as a class action under Federal Rule of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), on behalf of themselves and all others similarly situated. Plaintiffs seek to represent a class (the "Nationwide Class") initially defined as:

All current and former owners and lessees of a Defective Vehicle (as defined herein) in the United States.

298. Additionally, Plaintiffs seek to represent the following statewide classes (the "Statewide Classes") defined as follows:

- a. All current and former owners and lessees of a Defective Vehicle (as defined herein) in California (the "California State Class");
- b. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Alabama (the "Alabama State Class");
- c. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Colorado (the "Colorado State Class");
- d. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Connecticut (the "Connecticut State Class");
- e. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Delaware (the "Delaware State Class");

- Class”);
- f. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Florida (the “Florida State Class”);
- g. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Hawaii (the “Hawaii State Class”);
- h. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Indiana (the “Indiana State Class”);
- i. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Kansas (the “Kansas State Class”);
- j. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Kentucky (the “Kentucky State Class”);
- k. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Michigan (the “Michigan State Class”);
- l. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Minnesota (the “Minnesota State Class”);
- m. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Mississippi (the “Mississippi State Class”);
- n. All current and former owners and lessees of a Defective Vehicle (as defined herein) in Missouri (the “Missouri State

- 1 Class”);
- 2 o. All current and former owners and lessees of a Defective
- 3 Vehicle (as defined herein) in Nevada (the “Nevada State
- 4 Class”)
- 5 p. All current and former owners and lessees of a Defective
- 6 Vehicle (as defined herein) in New York (the “New York State
- 7 Class”);
- 8 q. All current and former owners and lessees of a Defective
- 9 Vehicle (as defined herein) in Ohio (the “Ohio State Class”);
- 10 r. All current and former owners and lessees of a Defective
- 11 Vehicle (as defined herein) in Pennsylvania (the “Pennsylvania
- 12 State Class”);
- 13 s. All current and former owners and lessees of a Defective
- 14 Vehicle (as defined herein) in South Dakota (the “South Dakota
- 15 State Class”);
- 16 t. All current and former owners and lessees of a Defective
- 17 Vehicle (as defined herein) in West Virginia (the “West
- 18 Virginia State Class”); and
- 19 u. All current and former owners and lessees of a Defective
- 20 Vehicle (as defined herein) in Wisconsin (the “Wisconsin State
- 21 Class”).

22 299. Excluded from each of the Nationwide and Statewide Classes are GM, as

23 well as GM’s employees, affiliates, officers, and directors, including franchised dealers,

24 any individuals who experienced physical injuries as a result of the defects at issue in

25 this litigation, and the judge and court staff to whom this case is assigned. Plaintiff

26 reserves the right to amend the definition of the class if discovery or further investigation

27 reveals that the class should be expanded or otherwise modified.

28



1           **300. Numerosity and impracticality of joinder.** The members of the  
2 Nationwide and Statewide Classes are so numerous that joinder of all members is  
3 impractical. Millions of Nationwide and Statewide Class members purchased or leased  
4 class vehicles. The members of the Nationwide and Statewide Classes are easily and  
5 readily identifiable from information and records in GM's possession, custody, or  
6 control.

7           **301. Commonality and predominance.** There are common questions of law  
8 and fact that predominate over any questions affecting the individual members of the  
9 Nationwide and Statewide Classes. Common legal and factual questions include, but are  
10 not limited to:

- 11           a. whether GM breached the duty of reasonable care it owed to the  
12 Nationwide and Statewide Classes;
- 13           b. whether GM's breach of its duties directly and proximately  
14 caused the Nationwide and Statewide Classes' damages;
- 15           c. whether GM omitted, misrepresented, concealed, or  
16 manipulated material facts from Plaintiffs and the Nationwide  
17 and Statewide Classes regarding the defects, the actions taken  
18 to address the defects, and the result of those actions;
- 19           d. whether GM had a duty to disclose the defects to Plaintiffs and  
20 the other Nationwide and Statewide Class members;
- 21           e. whether GM engaged in fraud, fraudulent concealment, and  
22 made fraudulent representations to the public;
- 23           f. whether Plaintiffs and the other Nationwide and Statewide  
24 Class members are entitled to damages; and
- 25           g. whether Plaintiffs and the other Nationwide and Statewide  
26 Class members are entitled to equitable relief or other relief,  
27 and the nature of such relief.

1           302. **Typicality.** Plaintiffs' claims are typical of the claims of the other  
2 Nationwide and Statewide Class members because Plaintiffs and the other Nationwide  
3 and Statewide Class members purchased vehicles that contain defective parts. Neither  
4 Plaintiffs nor the other Nationwide and Statewide Class members would have purchased  
5 the Defective Vehicles had they known of the defects in the vehicles. Those defects also  
6 pose an unreasonable risk of harm to Plaintiffs and the other Nationwide and Statewide  
7 Class members. Plaintiffs and the other Nationwide and Statewide Class members  
8 suffered damages as a direct proximate result of the same wrongful practices that GM  
9 engaged in. Plaintiffs' claims arise from the same practices and course of conduct that  
10 give rise to the claims of the other Nationwide and Statewide Class members. Plaintiffs'  
11 claims are based upon the same legal theories as the claims of the other Nationwide and  
12 Statewide Class members.

13           303. **Adequacy.** Plaintiffs will fully and adequately protect the interests of the  
14 other members of the Nationwide and Statewide Classes and have retained class counsel  
15 who are experienced and qualified in prosecuting class actions, including consumer class  
16 actions and other forms of complex litigation. Neither Plaintiffs nor their counsel have  
17 interests that conflict with the interests of the other Nationwide and Statewide Class  
18 members.

19           304. **Declaratory and Injunctive Relief.** GM has acted or refused to act on  
20 grounds generally applicable to Plaintiffs and the other members of the Nationwide and  
21 Statewide Classes, thereby making appropriate final injunctive relief and declaratory  
22 relief, as described below, with respect to the Nationwide and Statewide Class members  
23 as a whole.

24           305. **Superiority.** A class action is superior to all other available methods for  
25 the fair and efficient adjudication of this controversy because, among other things: it is  
26 economically impracticable for members of the Nationwide and Statewide Classes to  
27 prosecute individual actions; prosecution as a class action will eliminate the possibility  
28

1 of repetitious and redundant litigation; and, a class action will enable claims to be  
2 handled in an orderly, and expeditious manner.

3  
4 **CLAIMS FOR RELIEF**

5 **FIRST CAUSE OF ACTION**

6 **Violation of the Magnuson-Moss Warranty Act (Federal "Lemon Law")**

7 **15 U.S.C. §§ 2301 *et seq.***

8 **(Brought on behalf of the Nationwide Class against GM)**

9 306. Plaintiffs hereby incorporate by reference the allegations contained in the  
10 preceding paragraphs of this Complaint, as if fully set forth herein

11 307. Plaintiffs bring this Count on behalf of the Nationwide Class ("Class," for  
12 the purposes of this Count).

13 308. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301  
14 by virtue of 28 U.S.C. § 1332 (a)-(d).

15 309. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss  
16 Warranty Act, 15 U.S.C. § 2301(3).

17 310. GM is a "supplier" and "warrantor" within the meaning of the Magnuson-  
18 Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

19 311. The Defective Vehicles are "consumer products" within the meaning of the  
20 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

21 312. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is  
22 damaged by the failure of a warrantor to comply with a written or implied warranty.

23 313. GM's express warranties are written warranties within the meaning of the  
24 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Defective Vehicles' implied  
25 warranties are covered under 15 U.S.C. § 2301(7).

26 314. GM breached these warranties as described in more detail above. Without  
27 limitation, the Defective Vehicles share a common design defect in that they are  
28 equipped with defective Key Systems and Airbag Systems that can suddenly fail during  
normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes,

1 serious injury, and death. GM has admitted that the Defective Vehicles are defective in  
2 issuing its recall.

3 315. Plaintiffs and each of the other Class members have had sufficient direct  
4 dealings with either GM or its agents (dealerships) to establish privity of contract  
5 between GM, on the one hand, and Plaintiffs and each of the other Class members, on  
6 the other hand. Nonetheless, privity is not required here because Plaintiffs and each of  
7 the other Class members are intended third-party beneficiaries of contracts between GM  
8 and its dealers, and specifically, of GM's implied warranties. The dealers were not  
9 intended to be the ultimate consumers of the Defective Vehicles and have no rights  
10 under the warranty agreements provided with the Defective Vehicles; the warranty  
11 agreements were designed for and intended to benefit the consumers only. Finally,  
12 privity is also not required because the Defective Vehicles are dangerous  
13 instrumentalities due to the aforementioned defects and nonconformities.

14 316. Affording GM a reasonable opportunity to cure its breach of written  
15 warranties would be unnecessary and futile here. At the time of sale or lease of each  
16 Defective Vehicle, GM knew, should have known, or was reckless in not knowing of its  
17 misrepresentations concerning the Defective Vehicles' inability to perform as warranted,  
18 but nonetheless failed to rectify the situation and/or disclose the defective design. Under  
19 the circumstances, the remedies available under any informal settlement procedure  
20 would be inadequate and any requirement that Plaintiffs resort to an informal dispute  
21 resolution procedure and/or afford GM a reasonable opportunity to cure its breach of  
22 warranties is excused and thereby deemed satisfied.

23 317. Plaintiffs and the other Class members would suffer economic hardship if  
24 they returned their Defective Vehicles but did not receive the return of all payments  
25 made by them. Because GM is refusing to acknowledge any revocation of acceptance  
26 and return immediately any payments made, Plaintiffs and the other Class members have  
27 not re-accepted their Defective Vehicles by retaining them.

1        318. The amount in controversy of Plaintiffs' individual claims meets or exceeds  
2 the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000,  
3 exclusive of interest and costs, computed on the basis of all claims to be determined in  
4 this lawsuit. Plaintiffs, individually and on behalf of the other Class members, seek all  
5 damages permitted by law, including diminution in value of their vehicles, in an amount  
6 to be proven at trial.

7                                    **SECOND CAUSE OF ACTION**

8                                    **Fraudulent Concealment**

9                                    **(Brought on behalf of the Nationwide Class against GM and Continental)**

10        319. Plaintiffs hereby incorporate by reference the allegations contained in the  
11 preceding paragraphs of this Complaint, as if fully set forth herein

12        320. Plaintiffs bring this Count on behalf of the Nationwide Class ("Class," for  
13 purposes of this Count).

14        321. GM and Continental intentionally concealed material facts from Plaintiffs,  
15 the other Class members, the public, and NHTSA. GM and Continental have actual  
16 knowledge that, because of the way in which the Key System and Airbag System were  
17 designed and integrated into the Defective Vehicles, the ignition switch can suddenly  
18 fail during normal operation, cutting off engine power and certain electrical systems in  
19 the cars, which, in turn, disables key vehicle components, safety features (like airbags),  
20 or other vehicle functions, leaving occupants vulnerable to crashes, serious injuries, and  
21 death

22        322. GM and Continental knew that the Defective vehicles were designed and  
23 manufactured with Key System and Airbag System defects, but they concealed those  
24 material facts. Although the Defective Vehicles contain material safety defects that GM  
25 and Continental knew of, or should have known of, at the time of distribution, GM  
26 recklessly manufactured and distributed those vehicles to consumers in the United  
27 States. Those consumers had no knowledge of the defects.  
28



1 323. GM and Continental had a duty to disclose the facts to Plaintiffs, the other  
2 Class members, the public, and NHTSA, but failed to do so.

3 324. GM and Continental knew that Plaintiffs and the other Class members had  
4 no knowledge of those facts and that neither Plaintiffs nor the other Class members had  
5 an equal opportunity to discover the facts. GM and Continental were in a position of  
6 superiority over Plaintiffs and the other Class members. Indeed, Plaintiffs and the other  
7 Class members trusted GM not to sell or lease them vehicles that were defective or that  
8 violated federal law governing motor vehicle safety.

9 325. By failing to disclose these material facts, GM intended to induce Plaintiffs  
10 and the other Class members to purchase or lease the Defective Vehicles.

11 326. Plaintiffs and the other Class members reasonably relied on GM's  
12 nondisclosure.

13 327. Plaintiffs and the other Class members would not have purchased or leased  
14 the class vehicles had they known of the ignition-switch defect, or certainly would not  
15 have paid as much as they did.

16 328. GM reaped the benefit of the sales and leases of Defective Vehicles as a  
17 result of its nondisclosure.

18 329. As a direct and proximate result of GM and Continental's wrongful  
19 conduct, Plaintiffs and the other Class members have suffered or will suffer damages,  
20 including the cost of repairing the Key Systems and Airbag Systems in their vehicles to  
21 fully remedy the defects such that the Defective Vehicles can be operated safely, and the  
22 diminished value of their Defective Vehicles as a result of the defects and GM and  
23 Continental's wrongful conduct related to same.

24 330. Upon information and belief, Plaintiffs assert that the Airbag System in the  
25 Defective Vehicles can be designed to remain active and engaged for a set period of time  
26 after the vehicle is turned off. Based on Continental's conduct set forth herein, Plaintiffs  
27 request that Continental be required to redesign, and pay the costs of installing, new  
28

1 airbag systems for the Defective Vehicles to further enhance the vehicles' safety and  
2 reliability in light of the defects in the Key System.

3 331. GM and Continental's conduct was knowing, intentional, with malice,  
4 demonstrated a complete lack of care, and was in reckless disregard for the rights of  
5 Plaintiffs and the other Class members, such that punitive damages are appropriate.

6 **THIRD CAUSE OF ACTION**

7 **Violation of the California Unfair Competition Law,  
Cal. Bus. & Prof. Code §§ 17200 *et seq.***

8 **(Brought on behalf of the California State Class against GM and Continental)**

9 332. Plaintiffs hereby incorporate by reference the allegations contained in the  
10 preceding paragraphs of this Complaint, as if fully set forth herein.

11 333. Plaintiff Cohen brings this Count on behalf of the California State Class.

12 334. California Business and Professions Code § 17200 prohibits any "unlawful,  
13 unfair, or fraudulent business act or practices."

14 335. GM and Continental have violated the unlawful and unfair prongs of  
15 § 17200 because the Defective Vehicles share a common design defect in that they are  
16 equipped with defective Key Systems and Airbag Systems that can suddenly fail during  
17 normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes,  
18 serious injury, and death. GM has admitted that the Defective Vehicles are defective in  
19 issuing its recall.

20 336. GM and Continental failed to adequately disclose and remedy this issue.

21 337. GM and Continental's conduct offends established public policy, as the  
22 harm GM and Continental caused to consumers greatly outweighs any benefits  
23 associated with those practices.

24 338. Plaintiff Cohen and the other California State Class members have suffered  
25 an injury in fact, including the loss of money or property, as a result of GM and  
26 Continental's unfair, unlawful, and/or deceptive practices.

27 339. GM has violated the fraudulent prong of § 17200 because GM  
28

1 misrepresented the quality, safety, and reliability of the Defective Vehicles.

2 340. Plaintiff Cohen and the other California State Class members relied on the  
3 misrepresentations and/or omissions of GM with respect to the quality, safety, and  
4 reliability of the Defective Vehicles. Plaintiff Cohen and the other California State Class  
5 members would not have purchased or leased their Defective Vehicles and/or paid as  
6 much for them but for GM's misrepresentations and/or omissions.

7 341. All of the wrongful conduct alleged herein occurred, and continues to  
8 occur, in the conduct of GM and Continental's business. GM and Continental's  
9 wrongful conduct is part of a pattern or generalized course of conduct that is still  
10 perpetuated and repeated in the State of California.

11 342. Plaintiff Cohen, individually and on behalf of the other California State  
12 Class members, requests that this Court enjoin GM and Continental from continuing  
13 their unfair, unlawful, and/or deceptive practices and to restore to Plaintiffs and the other  
14 Class members any money acquired by unfair competition, including restitution and/or  
15 restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal.  
16 Civ. Code § 334.

17 **FOURTH CAUSE OF ACTION**  
18 **Violation of the California False Advertising Law**  
19 **Cal. Civil Code §§ 17500 *et seq.***  
20 **(Brought on behalf of the California State Class against GM)**

21 343. Plaintiffs hereby incorporate by reference the allegations contained in the  
22 preceding paragraphs of this Complaint, as if fully set forth herein.

23 344. Plaintiff Cohen brings this Count on behalf of the California State Class.

24 345. California Business and Professions Code § 17500 states:

25 It is unlawful for any . . . corporation . . . with intent directly or  
26 indirectly to dispose of real or personal property . . . to induce  
27 the public to enter into any obligation relating thereto, to make  
28 or disseminate or cause to be made or disseminated . . . from  
this state before the public in any state, in any newspaper or  
other publication, or any advertising device, . . . or in any other  
manner or means whatever, including over the Internet, any  
statement . . . which is untrue or misleading, and which is

known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

346. Through advertising, marketing, and other publications, GM caused statements to be disseminated that were untrue or misleading, and that were known, or that by the exercise of reasonable care should have been known to GM, to be untrue and misleading to consumers, including Plaintiff Cohen and the other California State Class members.

347. GM has violated § 17500 because its misrepresentations and omissions regarding the safety and reliability of its Defective Vehicles were material and likely to deceive a reasonable consumer.

348. Plaintiff Cohen and the other California State Class members have suffered an injury in fact, including the loss of money or property, as a result of GM's unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Defective Vehicles, Plaintiff Cohen and each of the other California State Class members relied on the misrepresentations and/or omissions of GM with respect to the safety and reliability of the Defective Vehicles.

349. GM's representations turned out to be false because the Defective Vehicles share a common design defect in that they are equipped with defective Key Systems and Airbag Systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death. Had Plaintiff Cohen and the other California State Class members known this, they would not have purchased or leased their Defective Vehicles and/or paid as much for them.

350. Accordingly, Plaintiff Cohen and the other California State Class members overpaid for their Defective Vehicles and did not receive the benefit of their bargain.

351. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated in the State of California.

352. Plaintiff Cohen, individually and on behalf of the other California State Class members, request that this Court enjoin GM from continuing its unfair, unlawful, and/or deceptive practices and to restore to Plaintiff Cohen and the other California State Class members any money acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief as is appropriate.

**FIFTH CAUSE OF ACTION**  
**Violation of the Song-Beverly Consumer Warranty Act**  
**(California's "Lemon Law") for Breach of Express Warranty**  
**Cal. Civ. Code §§ 1790 *et seq.***  
**(Brought on behalf of the California State Class against GM)**

353. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

354. Plaintiff Cohen brings this Count on behalf of the California State Class.

355. Plaintiff Cohen and the other California State Class members who purchased their Defective Vehicles in California are "buyers" within the meaning of Cal. Civ. Code § 1791.

356. The Defective Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

357. GM is a "manufacturer" of the Defective Vehicles within the meaning of Cal. Civ. Code § 1791(j).

358. Plaintiff Cohen and the other California State Class members bought/leased new motor vehicles manufactured by GM.

359. GM made express warranties to Plaintiff Cohen and the other California State Class members within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, in its warranty, manual, and advertising, as described above.

360. The Defective Vehicles share a common design defect in that they are equipped with defective Key Systems and Airbag Systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes,



1 serious injury, and death. GM has admitted that the Defective Vehicles are defective in  
2 issuing its recall.

3 361. The Defective Vehicles are covered by GM's express warranties. The  
4 defects described herein substantially impair the use, value, and safety of the Defective  
5 Vehicles to reasonable consumers, including Plaintiff Cohen and the other California  
6 State Class members.

7 362. GM was on notice of these issues and defects through numerous other  
8 complaints filed against it, as well as internal knowledge derived from testing and  
9 internal expert analysis. Plaintiff Cohen will also provide notice of the issues and  
10 defects to GM via letter.

11 363. GM has had the opportunity to cure the defect in the Defective Vehicles but  
12 it has chosen not to do so. GM has had ample warning of the defect through various  
13 complaints, filed both in court with the NHTSA and directly with GM, and it has failed  
14 to remedy the defect. Giving GM a chance to cure the defect simply is not practicable in  
15 this case and would serve only to delay this litigation, and thus is not necessary.

16 364. As a result of GM's breach of its express warranties, Plaintiff Cohen and  
17 the other California State Class members received goods whose dangerous condition  
18 substantially impairs their value to Plaintiff Cohen and the other California State Class  
19 members. Plaintiff Cohen and the other California State Class members have been  
20 damaged as a result of the diminished value of GM's products, the products'  
21 malfunctioning, and the nonuse of their Defective Vehicles.

22 365. Pursuant to Cal. Civ. Code §§ 1793.2 & 1794, Plaintiff Cohen and the other  
23 California State Class members are entitled to damages and other legal and equitable  
24 relief including, at their election, the purchase price of their vehicles, or the overpayment  
25 or diminution in value of their Defective Vehicles.

26 366. Pursuant to Cal. Civ. Code § 1794, Plaintiff Cohen and the other California  
27 State Class members are entitled to costs and attorneys' fees.  
28

**SIXTH CAUSE OF ACTION**

**Violation of the Song-Beverly Consumer Warranty Act  
(California's "Lemon Law") for Breach of Implied Warranty  
Cal. Civ. Code §§ 1790 *et seq.*  
(Brought on behalf of the California State Class against GM)**

367. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

368. Plaintiff Cohen brings this Count on behalf of the California State Class.

369. Plaintiff Cohen and the other California State Class members who purchased Defective Vehicles in California are "buyers" within the meaning of Cal. Civ. Code § 1791.

370. The Defective Vehicles are "consumer goods" within the meaning of Cal. Civ. Code § 1791(a).

371. GM is a "manufacturer" of the Defective Vehicles within the meaning of Cal. Civ. Code § 1791(j).

372. GM impliedly warranted to Plaintiff Cohen and the other California State Class members that the Defective Vehicles were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) & 1792, however, the Defective Vehicles do not have the quality that a buyer would reasonably expect.

373. Cal. Civ. Code § 1791.1(a) states: "Implied warranty of merchantability" or "implied warranty that goods are merchantable" means that the consumer goods meet each of the following:

- (1) Pass without objection in the trade under the contract description.
- (2) Are fit for the ordinary purposes for which such goods are used.
- (3) Are adequately contained, packaged, and labeled.
- (4) Conform to the promises or affirmations of fact made on the container or label.

374. The Defective Vehicles would not pass without objection in the automotive trade because they share a common design defect in that they are equipped with

1 defective Key Systems and Airbag Systems that can suddenly fail during normal  
2 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious  
3 injury, and death. GM has admitted that the Defective Vehicles are defective in issuing  
4 its recall.

5 375. Because of their defective Key Systems and Airbag Systems, the Defective  
6 Vehicles are not safe to drive and thus not fit for ordinary purposes.

7 376. The Defective Vehicles are not adequately labeled because the labeling fails  
8 to disclose the defects described herein.

9 377. GM breached the implied warranty of merchantability by manufacturing  
10 and selling Defective Vehicles that are defective. Furthermore, this defect has caused  
11 Plaintiff Saclo and the other California State Class members to not receive the benefit of  
12 their bargain and have caused the Defective Vehicles to depreciate in value.

13 378. GM was on notice of these issues and defects through numerous other  
14 complaints filed against it, as well as internal knowledge derived from testing and  
15 internal expert analysis. Plaintiff Cohen will also provide notice of the issues and  
16 defects to GM via letter.

17 379. As a direct and proximate result of GM's breach of the implied warranty of  
18 merchantability, Plaintiff Cohen and the other California State Class members received  
19 goods whose dangerous condition substantially impairs their value to Plaintiff Saclo and  
20 the other California State Class members.

21 380. Plaintiff Cohen and the other California State Class members have been  
22 damaged as a result of the diminished value of GM's products.

23 381. Pursuant to Cal. Civ. Code §§ 1791.1(d) & 1794, Plaintiff Cohen and the  
24 other California State Class members are entitled to damages and other legal and  
25 equitable relief including, at their election, the purchase price of their Defective  
26 Vehicles, or the overpayment or diminution in value of their Defective Vehicles.

27 382. Pursuant to Cal. Civ. Code § 1794, Plaintiff Cohen and the other California  
28

1 State Class members are entitled to costs and attorneys' fees.

2 **SEVENTH CAUSE OF ACTION**

3 **Violation of the California Consumer Legal Remedies Act -- Injunctive Relief Only**  
4 **Cal. Civ. Code §§ 1750 *et seq.***

5 **(Brought on behalf of the California State Class against GM)**

6 383. Plaintiffs hereby incorporate by reference the allegations contained in the  
7 preceding paragraphs of this Complaint, as if fully set forth herein.

8 384. Plaintiff Cohen brings this Count on behalf of the California State Class.

9 385. Plaintiff Cohen and the other California State Class members were deceived  
10 by GM's failure to disclose that the Defective Vehicles share a common design defect in  
11 that they are equipped with defective Key Systems and Airbag Systems that can  
12 suddenly fail during normal operation, leaving occupants of the Defective Vehicles  
13 vulnerable to crashes, serious injury, and death. GM has admitted that the Defective  
14 Vehicles are defective in issuing its recall.

15 386. GM engaged in unfair or deceptive acts or practices when, in the course of  
16 its business it, among other acts and practices:

- 17 a. Knowingly made false representations as to the characteristics,  
18 uses and benefits of the Defective Vehicles;
- 19 b. Represented that the Defective Vehicles were of a particular  
20 standard, quality, or grade, or that they were of a particular  
21 style or model, when it knew or should have known that they  
22 were of another; and
- 23 c. Advertised the Defective Vehicles with intent not to sell them  
24 as advertised.

25 387. Failed to disclose material information concerning the Defective Vehicles,  
26 which information was known to it at the time of advertising and selling the Defective  
27 Vehicles,  
28 all of which was intended to induce consumers to purchase the Defective

1 388. GM intended for Plaintiff Cohen and the other California State Class  
2 members to rely on it to provide safe, adequately designed, and adequately manufactured  
3 automobiles and to honestly and accurately reveal the problems described throughout  
4 this Complaint.

5 389. GM intentionally failed or refused to disclose the defect to consumers and,  
6 instead, allowed consumers to believe the representations it had made about the  
7 Defective Vehicles.

8 390. GM's conduct and deceptive omissions were intended to induce Plaintiff  
9 Cohen and the other California State Class members to believe that the Defective  
10 Vehicles were safe, adequately designed, and adequately manufactured automobiles.

11 391. GM's conduct constitutes unfair acts or practices as defined by the  
12 California Consumer Legal Remedies Act (the "CLRA").

13 392. Plaintiff Cohen and the other California State Class members have suffered  
14 injury in fact and actual damages resulting from GM's material omissions and  
15 misrepresentations because they paid an inflated purchase price for the Defective  
16 Vehicles. However, Plaintiff Cohen and the other California State Class members  
17 reserve any claim for damages under the CLRA and by this Complaint bring only an  
18 action for injunctive relief under the CLRA pursuant to § 1782(d) of the Act.

19 393. Plaintiff Cohen and the other California State Class members' injuries were  
20 proximately caused by GM's fraudulent and deceptive business practices.

21 394. GM's conduct described herein is fraudulent, wanton, and malicious.

22 395. At this time, Plaintiff Cohen seeks only injunctive relief under this cause of  
23 action. Under California Civil Code § 1782(b), Plaintiff Cohen will notify GM in  
24 writing of the particular violations of California Civil Code § 1770 and demand that GM  
25 rectify the problems associated with the behavior detailed above, which acts and  
26 practices are in violation of California Civil Code § 1770.

27 396. Pursuant to California Civil Code § 1782(d), Plaintiff Cohen, individually  
28



1 and on behalf of the other California State Class members, seeks a Court order enjoining  
2 the above-described wrongful acts and practices of GM. Plaintiffs and the other  
3 California State Class members reserve any claim for restitution, disgorgement, or  
4 damages pursuant to California Civil Code § 1782(d).

5 397. If GM fails to rectify or agree to rectify the problems associated with the  
6 actions detailed above and give notice to all affected consumers within 30 days of the  
7 date of written notice pursuant to California Civil Code § 1782, Plaintiff Cohen will  
8 amend this complaint to add claims for actual, punitive and statutory damages,  
9 restitution, and disgorgement under California Civil Code § 1780, pursuant to California  
10 Civil Code § 1782(d) ("Not less than 30 days after the commencement of an action for  
11 injunctive relief, and after compliance with subdivision (a), the consumer may amend his  
12 or her complaint without leave of court to include a request for damages.").

13 398. Under § 1780(c) of the Act, attached hereto as Exhibit B is the affidavit of  
14 Ken Saclo showing that this action has been commenced in the proper forum.

15 **EIGHTH CAUSE OF ACTION**  
16 **Violation of the Alabama Deceptive Trade Practices Act**  
17 **Ala. Code § 8-19-1, et seq.**  
18 **(Brought on behalf of the Alabama State Class against GM)**

19 399. Plaintiffs hereby incorporate by reference the allegations contained in the  
20 preceding paragraphs of this Complaint, as if fully set forth herein.

21 400. Plaintiff Malone brings this Count on behalf of the Alabama State Class.

22 401. GM's conduct constitutes deceptive acts or practices, including, but not  
23 limited to: (a) GM's manufacture and sale of the Defective Vehicles equipped with  
24 defective Key Systems and Airbag Systems that can suddenly fail during normal  
25 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious  
26 injury, and death; (b) GM's failure to adequately disclose and remedy this issue; and (c)  
27 GM's misrepresentations and omissions with respect to the quality, safety, and reliability  
28 of the Defective Vehicles.

1 402. GM's actions, as set forth above, occurred in the conduct of trade or  
2 commerce.

3 403. GM's actions impact the public interest because Plaintiff Malone was  
4 injured in exactly the same way as numerous other members of the Alabama State Class  
5 who purchased or leased the Defective Vehicles as a result of GM's unfair and/or  
6 deceptive acts.

7 404. All of the wrongful conduct alleged herein occurred, and continues to  
8 occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern or  
9 generalized course of conduct that is still perpetuated and repeated in the State of  
10 Alabama.

11 405. Plaintiff Malone and the other Alabama State Class members were injured  
12 as a result of GM's conduct in that they overpaid for their Defective Vehicles and did  
13 not receive the benefit of the bargain, and their Defective Vehicles have suffered a  
14 diminution in value. These injuries are the direct and natural consequence of GM's  
15 misrepresentations and omissions.

16 406. GM's conduct proximately caused the injuries to Plaintiff Malone and the  
17 other Alabama State Class members as set forth above.

18 407. Pursuant to Alabama Code § 8-19-8, Plaintiff Malone will serve the  
19 Alabama Attorney General with a copy of this complaint, as Plaintiff Malone seeks  
20 injunctive relief.

21 **NINTH CAUSE OF ACTION**  
22 **Violation of the Colorado Consumer Protection Act**  
23 **Col. Rev. Stat. § 6-1-101, *et seq.***  
24 **(Brought on behalf of the Colorado State Class against GM)**

25 408. Plaintiffs hereby incorporate by reference the allegations contained in the  
26 preceding paragraphs of this Complaint, as if fully set forth herein.

27 409. Plaintiff Orona brings this Count on behalf of the Colorado State Class.

28 410. GM is a "person" as defined under the Colorado Consumer Protection Act

1 (“CCPA”). Colo. Rev. Stat. § 6-1-102(6).

2 411. Plaintiff Orona is a “consumer” under the CCPA.

3 412. The Defective Vehicles that are the subject of this action are “goods” under  
4 the CCPA.

5 413. GM engaged in deceptive and misleading trade practices when, in the  
6 course of its business it, among other acts and practices:

7 d. Knowingly made false representations as to the characteristics,  
8 uses and benefits of the Defective Vehicles;

9 c. Represented that the Defective Vehicles were of a particular  
10 standard, quality, or grade, or that they were of a particular  
11 style or model, when it knew or should have known that they  
12 were of another;

13 f. Advertised the Defective Vehicles with intent not to sell them  
14 as advertised;

15 g. Advertised or otherwise represented that the Defective Vehicles  
16 were warranted when, under normal conditions, the warranties  
17 could not be practically fulfilled or which were for such a  
18 period of time or were otherwise of such a nature as to have had  
19 the capacity and the tendency to mislead purchasers or  
20 prospective purchasers into believing that the Defective  
21 Vehicles had a greater degree of quality, safety, and reliability  
22 than was true in fact; and

23 h. Failed to disclose material information concerning the  
24 Defective Vehicles, which information was known to it at the  
25 time of advertising and selling the Defective Vehicles, all of  
26 which was intended to induce consumers to purchase the  
27 Defective Vehicles.  
28

1 414. GM's conduct significantly impacts the public as actual or potential  
2 consumers of the Defective Vehicles because, upon information and belief, and as will  
3 be borne out through discovery, GM sold thousands of the Defective Vehicles in the  
4 State of Colorado, the consumers who purchased the vehicles were unsophisticated, the  
5 consumers who purchased the vehicles had no bargaining power, and the defects in the  
6 Defective Vehicles have impacted consumers and have significant potential to do so in  
7 the future.

8 415. Additionally, this is a matter of public concern and the state has a strong  
9 interest in protecting purchasers from the conduct in which GM engaged.

10 416. Plaintiff Orona and the other Colorado State Class members suffered injury  
11 in fact to their legally protected interest under the CCPA in not being subjected to  
12 deceptive trade practices when purchasing goods.

13 417. Plaintiff Orona and the other Colorado State Class members' injuries were  
14 proximately caused by GM's deceptive trade practices set forth above.

15 **TENTH CAUSE OF ACTION**  
16 **Violation of the Connecticut Unfair Trade Practices Act**  
17 **Conn. Gen. Stat. § 42-110A, *et seq.***  
18 **(Brought on behalf of the Connecticut State Class against GM)**

19 418. Plaintiffs hereby incorporate by reference the allegations contained in the  
20 preceding paragraphs of this Complaint, as if fully set forth herein.

21 419. Plaintiff Teicher brings this Count on behalf of the Connecticut State Class.

22 420. The Connecticut Unfair Trade Practices Act provides that "[n]o person shall  
23 engage in unfair methods of competition and unfair or deceptive acts or practices in the  
24 conduct of any trade or commerce." Conn. Gen. Stat. § 42-110b(a).

25 421. GM is a "person" within the meaning of the Connecticut Unfair Trade  
26 Practices Act. Conn. Gen. Stat. § 42-110a(3).

27 422. In the course of GM's business, it knowingly and willfully failed to disclose  
28 and actively concealed the fact that the Defective Vehicles share a common design

1 defect in that they are equipped with defective Key Systems and Airbag Systems that  
2 can suddenly fail during normal operation, leaving occupants of the Defective Vehicles  
3 vulnerable to crashes, serious injury, and death. Accordingly, GM engaged in unfair or  
4 deceptive trade practices, including: representing that the Defective Vehicles have  
5 characteristics, uses, benefits, and qualities which they do not have; representing that  
6 Defective Vehicles are of a particular standard and quality when they are not; and  
7 advertising the Defective Vehicles with the intent not to sell them as advertised.

8 423. GM's conduct was unfair because it caused substantial injury to consumers.

9 424. GM had a duty to disclose the aforementioned safety issues because it  
10 consistently marketed their Defective Vehicles as safe and proclaimed that safety is one  
11 of GM's highest corporate priorities. Once GM made representations to the public about  
12 safety, GM was under a duty to disclose these omitted facts, because where one does  
13 speak one must speak the whole truth and not conceal any facts which materially qualify  
14 those facts stated. One who volunteers information must be truthful, and the telling of a  
15 half-truth calculated to deceive is fraud.

16 425. In addition, GM had a duty to disclose these omitted material facts because  
17 they were known and/or accessible only to GM who has superior knowledge and access  
18 to the facts, and GM knew they were not known to or reasonably discoverable by  
19 Plaintiff Teicher and the other Connecticut State Class members. These omitted facts  
20 were material because they directly impact the safety of the Defective Vehicles. Whether  
21 or not the Defective Vehicles equipped with defective Key Systems and Airbag Systems  
22 pose an unreasonable risk of death or serious bodily injury to Plaintiff Teicher and other  
23 Connecticut State Class members, passengers, other motorists, pedestrians, and the  
24 public at large, because they are susceptible to incidents in which brakes, power steering  
25 and airbags are all rendered inoperable, are material safety concerns. GM possessed  
26 exclusive knowledge of the defects rendering Defective Vehicles inherently more  
27 dangerous and unreliable than similar vehicles.



1 426. Plaintiff Teicher and other Connecticut State Class members suffered  
2 ascertainable loss caused by GM's unfair and deceptive practices. Plaintiff Teicher and  
3 the other Connecticut State Class members were injured as a result of GM's conduct in  
4 that they overpaid for their Defective Vehicles and did not receive the benefit of the  
5 bargain, and their Defective Vehicles have suffered a diminution in value.

6 427. GM engaged in conduct amounting to a particularly aggravated, deliberate  
7 disregard of the safety and rights of others.

8 428. Pursuant to Conn. Gen. Stat. § 42-110g, Plaintiff Teicher and the other  
9 Connecticut State Class members are entitled to recover their actual damages, punitive  
10 damages, and attorneys' fees.

11 429. Pursuant to Conn. Gen. Stat. § 42-110g(c), Plaintiff Teicher will mail a  
12 copy of the complaint to the Connecticut Attorney General.

13 **ELEVENTH CAUSE OF ACTION**  
14 **Violation of the Delaware Consumer Fraud Act**  
15 **6 Del. Code § 2513, *et seq.***  
**(Brought on behalf of the Delaware State Class against GM)**

16 430. Plaintiffs hereby incorporate by reference the allegations contained in the  
17 preceding paragraphs of this Complaint, as if fully set forth herein.

18 431. Plaintiff Nagle brings this Count on behalf of the Delaware State Class.

19 432. The Delaware Consumer Fraud Act ("CFA") prohibits the "act, use or  
20 employment by any person of any deception, fraud, false pretense, false promise,  
21 misrepresentation, or the concealment, suppression, or omission of any material fact  
22 with intent that others rely upon such concealment, suppression or omission, in  
23 connection with the sale, lease or advertisement of any merchandise, whether or not any  
24 person has in fact been misled, deceived or damaged thereby." 6 DEL. CODE § 2513(a).

25 433. GM is a "person" within the meaning of 6 Del. Code § 2511(7).

26 434. As described herein, GM made misrepresentations and omissions with  
27 respect to the quality, safety, and reliability of the Defective Vehicles. GM failed to  
28

adequately disclose that the Defective Vehicles share a common design defect in that they are equipped with defective Key Systems and Airbag Systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death. GM intended that others rely on its misrepresentations and omissions in connection with the sale and lease of the Defective Vehicles.

435. GM's actions set forth above occurred in the conduct of trade or commerce.

436. GM's conduct proximately caused the injuries to Plaintiff Nagle and the other Delaware State Class members as set forth above.

437. Plaintiff Nagle and the other Delaware State Class members were injured as a result of GM's conduct in that they overpaid for their Defective Vehicles and did not receive the benefit of the bargain, and their Defective Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of GM's misrepresentations and omissions.

438. Plaintiff Nagle and the other Delaware State Class members are entitled to recover damages, as well as punitive damages for GM's gross and aggravated misconduct.

**TWELFTH CAUSE OF ACTION**  
**Violation of the Delaware Deceptive Trade Practices Act**  
**6 Del. Code § 2532, et seq.**  
**(Brought on behalf of the Delaware State Class against GM)**

439. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

440. Plaintiff Nagle brings this Count on behalf of the Delaware State Class.

441. Delaware's Deceptive Trade Practices Act ("DTPA") prohibits a person from engaging in a "deceptive trade practice," which includes: "(5) Represent[ing] that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have"; "(7) Represent[ing] that goods

1 or services are of a particular standard, quality, or grade, or that goods are of a particular  
2 style or model, if they are of another"; "(9) Advertis[ing] goods or services with intent  
3 not to sell them as advertised"; or "(12) Engag[ing] in any other conduct which similarly  
4 creates a likelihood of confusion or of misunderstanding." 6 DEL. CODE § 2532.

5 442. GM is a "person" with the meaning of 6 DEL. CODE § 2531(5).

6 443. In the course of GM's business, it willfully failed to disclose and actively  
7 concealed the fact that the Defective Vehicles share a common design defect in that they  
8 are equipped with defective Key Systems and Airbag Systems that can suddenly fail  
9 during normal operation, leaving occupants of the Defective Vehicles vulnerable to  
10 crashes, serious injury, and death. Accordingly, GM engaged in unlawful trade  
11 practices, including representing that the Defective Vehicles have characteristics, uses,  
12 benefits, and qualities which they do not have; representing that Defective Vehicles are  
13 of a particular standard and quality when they are not; advertising the Defective  
14 Vehicles with the intent not to sell them as advertised; and otherwise engaging in  
15 conduct likely to deceive.

16 444. GM's actions set forth above occurred in the conduct of trade or commerce.

17 445. GM's conduct proximately caused the injuries to Plaintiff Nagle and the  
18 other Delaware State Class members as set forth above.

19 446. Plaintiff Nagle and the other Delaware State Class members were injured as  
20 a result of GM's conduct in that they overpaid for their Defective Vehicles and did not  
21 receive the benefit of the bargain, and their Defective Vehicles have suffered a  
22 diminution in value. These injuries are the direct and natural consequence of GM's  
23 misrepresentations and omissions.

24 447. Plaintiff Nagle, individually and on behalf of the other Delaware State  
25 Class members, seeks injunctive relief and, if awarded damages under the Delaware  
26 Consumer Fraud Act, treble damages pursuant to 6 Del. Code § 2533(c).

**THIRTEENTH CAUSE OF ACTION**  
**Violation of Florida's Unfair and Deceptive Trade Practices Act**  
**Fla. Stat. § 501.201, *et seq.***  
**(Brought on behalf of the Florida State Class against GM)**

448. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

449. Plaintiff Young bring this Count on behalf of the Florida State Class.

450. At all relevant times, Plaintiff Young and the other Florida State Class members were consumers.

451. At all relevant times, Plaintiff Young and the other Florida State Class members purchased their Defective Vehicles by way of consumer transactions.

452. GM's conduct constitutes unfair and/or deceptive acts or practices, including, but not limited to: (a) GM's manufacture and sale of the Defective Vehicles equipped with defective Key Systems and Airbag Systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death; (b) GM's failure to adequately disclose and remedy this issue; and (c) GM's misrepresentations and omissions with respect to the quality, safety, and reliability of the Defective Vehicles.

453. GM's actions, as set forth above, occurred in the conduct of trade or commerce.

454. GM's actions impact the public interest because Plaintiff Young was injured in exactly the same way as numerous other members of the Florida State Class who purchased or leased the Defective Vehicles as a result of GM's unfair and/or deceptive acts.

455. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated in the State of Florida.

1 456. Plaintiff Young and the other Florida State Class members were injured as a  
2 result of GM's conduct in that they overpaid for their Defective Vehicles and did not  
3 receive the benefit of the bargain, and their Defective Vehicles have suffered a  
4 diminution in value. These injuries are the direct and natural consequence of GM's  
5 misrepresentations and omissions.

6 457. GM's conduct proximately caused the injuries to Plaintiff Young and the  
7 other Florida State Class members as set forth above, so they are entitled to  
8 compensatory damages and injunctive/equitable relief under Fla. Stat. § 501.201, *et seq.*

9 458. GM is liable to Plaintiff Young and the other Florida State Class members  
10 under Fla. Stat. § 501.201, *et seq.* for damages for failure to pay the cost of repairing the  
11 Defective Vehicles.

12 459. GM is liable to Plaintiff Young and the other Florida State Class members  
13 for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble  
14 damages under Fla. Stat. § 501.201, *et seq.*

15  
16 **FOURTEENTH CAUSE OF ACTION**

17 **Violation of Hawaii's Unfair Competition and Practices Act**

18 **Haw. Rev. Stat. § 480, *et seq.***

19 **(Brought on behalf of the Hawaii State Class against GM)**

20 460. Plaintiffs hereby incorporate by reference the allegations contained in the  
21 preceding paragraphs of this Complaint, as if fully set forth herein.

22 461. Plaintiff Luthander brings this Count on behalf of the Hawaii State Class.

23 462. GM is a "person" within the meaning of Haw. Rev. Stat. § 480-1.

24 463. Plaintiff Luthander and other Hawaii State Class members are  
25 "consumer[s]" as defined by Haw. Rev. Stat. § 480-1, who purchased or leased one or  
26 more of the Defective Vehicles.

27 464. Hawaii's Unfair Competition and Practices Act prohibits "unfair methods  
28 of competition and unfair or deceptive acts or practices in the conduct of any trade or  
commerce." Haw. Rev. Stat. § 480-2(a).



1 465. GM's actions set forth above occurred in the conduct of trade or commerce.

2 466. In the course of GM's business, it willfully failed to disclose and actively  
3 concealed the fact that the Defective Vehicles share a common design defect in that they  
4 are equipped with defective Key Systems and Airbag Systems that can suddenly fail  
5 during normal operation, leaving occupants of the Defective Vehicles vulnerable to  
6 crashes, serious injury, and death.

7 467. GM had a duty to disclose the aforementioned safety issues because it  
8 consistently marketed their Defective Vehicles as safe and proclaimed that safety is one  
9 of GM's highest corporate priorities. Once GM made representations to the public about  
10 safety, GM was under a duty to disclose these omitted facts, because where one does  
11 speak one must speak the whole truth and not conceal any facts which materially qualify  
12 those facts stated. One who volunteers information must be truthful, and the telling of a  
13 half-truth calculated to deceive is fraud.

14 468. In addition, GM had a duty to disclose these omitted material facts because  
15 they were known and/or accessible only to GM who has superior knowledge and access  
16 to the facts, and GM knew they were not known to or reasonably discoverable by P  
17 Plaintiff Luthander and other Hawaii State Class members. These omitted facts were  
18 material because they directly impact the safety of the Defective Vehicles. Whether or  
19 not the Defective Vehicles equipped with defective Key Systems and Airbag Systems  
20 pose an unreasonable risk of death or serious bodily injury to Plaintiff Luthander and  
21 other Hawaii State Class members, passengers, other motorists, pedestrians, and the  
22 public at large, because they are susceptible to incidents in which brakes, power steering  
23 and airbags are all rendered inoperable, are material safety concerns. GM possessed  
24 exclusive knowledge of the defects rendering Defective Vehicles inherently more  
25 dangerous and unreliable than similar vehicles.

26 469. GM's misrepresentations and omissions described herein have the capacity  
27 or tendency to deceive. Because of these unlawful trade practices, including the failure  
28

1 to disclose material information, Plaintiff Luthander and other Hawaii State Class  
2 members suffered injury, including the loss of money or property.

3 470. The propensity of the Defective Vehicles to suddenly fail during normal  
4 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious  
5 injury, and death were material to Plaintiff Luthander and other Hawaii State Class  
6 members. Had Plaintiff Luthander and other Hawaii State Class members known of  
7 these serious quality, safety, and reliability issues, they would not have purchased or  
8 leased their Defective Vehicles.

9 471. GM's actions impact the public interest because Plaintiff Luthander was  
10 injured in exactly the same way as numerous other members the Hawaii State Class who  
11 purchased or leased the Defective Vehicles as a result of GM's unfair and/or deceptive  
12 acts.

13 472. GM's acts or practices, including the manufacture and sale of the Defective  
14 Vehicles with defective Key Systems and Airbag Systems, and its failure to adequately  
15 disclose the defects to NHTSA and Plaintiff Luthander and other Hawaii State Class  
16 members, were unconscionable, because they offend established public policy and the  
17 harm GM caused to consumers greatly outweighs any benefits associated with those  
18 practices. GM's conduct has also impaired competition within the automobile market,  
19 and has prevented Plaintiff Luthander and other Hawaii State Class members from  
20 making fully informed decisions about whether to lease, purchase, and/or retain the  
21 Defective Vehicles.

22 473. All of the wrongful conduct alleged herein occurred, and continues to  
23 occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern or  
24 generalized course of conduct that is still perpetuated and repeated in the State of  
25 Hawaii.

26 474. GM's conduct was knowing, intentional, with malice, demonstrated a  
27 complete lack of care, and was in reckless disregard for the rights of Plaintiff Luthander  
28

1 and other Hawaii State Class members, such that punitive damages are appropriate.

2 475. Because GM's conscious wrongdoing caused injury to Plaintiff Luthander  
3 and other Hawaii State Class members, they are entitled to recover treble damages or  
4 \$1,000, whichever is greater, punitive damages, reasonable attorneys' fees, and any  
5 other relief the Court deems proper, under Haw. Rev. Stat. § 480-13.

6 **FIFTEENTH CAUSE OF ACTION**  
7 **Violation of Indiana's Deceptive Consumer Sales Act**  
8 **Ind. Code § 24-5-0.5-3, *et seq.***  
9 **(Brought on behalf of the Indiana State Class against GM)**

10 476. Plaintiffs hereby incorporate by reference the allegations contained in the  
preceding paragraphs of this Complaint, as if fully set forth herein.

11 477. Plaintiff Holleman brings this Count on behalf of the Indiana State Class.

12 478. Indiana's Deceptive Consumer Sales Act prohibits a person from engaging  
13 in a "deceptive trade practice," which includes representing: "(1) That such subject of a  
14 consumer transaction has sponsorship, approval, performance, characteristics,  
15 accessories, uses, or benefits that they do not have, or that a person has a sponsorship,  
16 approval, status, affiliation, or connection it does not have; (2) That such subject of a  
17 consumer transaction is of a particular standard, quality, grade, style or model, if it is not  
18 and if the supplier knows or should reasonably know that it is not; ... (7) That the  
19 supplier has a sponsorship, approval or affiliation in such consumer transaction that the  
20 supplier does not have, and which the supplier knows or should reasonably know that  
21 the supplier does not have; ... (b) Any representations on or within a product or its  
22 packaging or in advertising or promotional materials which would constitute a deceptive  
23 act shall be the deceptive act both of the supplier who places such a representation  
24 thereon or therein, or who authored such materials, and such suppliers who shall state  
25 orally or in writing that such representation is true if such other supplier shall know or  
26 have reason to know that such representation was false." Ind. Code § 24-5-0.5-3.

27 479. GM is a "person" within the meaning of Ind. Code § 24-5-0.5-2(2).  
28

1           480. In the course of GM's business, it willfully failed to disclose and actively  
2 concealed the fact that the Defective Vehicles share a common design defect in that they  
3 are equipped with defective Key Systems and Airbag Systems that can suddenly fail  
4 during normal operation, leaving occupants of the Defective Vehicles vulnerable to  
5 crashes, serious injury, and death. Accordingly, GM engaged in unlawful trade  
6 practices, including representing that the Defective Vehicles have characteristics, uses,  
7 benefits, and qualities which they do not have; representing that Defective Vehicles are  
8 of a particular standard and quality when they are not; advertising the Defective  
9 Vehicles with the intent not to sell them as advertised; and otherwise engaging in  
10 conduct likely to deceive.

11           481. GM's actions set forth above occurred in the conduct of trade or commerce.

12           482. GM's conduct proximately caused the injuries to Plaintiff Holleman and the  
13 other Indiana State Class members as set forth above.

14           483. Plaintiff Holleman and the other Indiana State Class members were injured  
15 as a result of GM's conduct in that they overpaid for their Defective Vehicles and did  
16 not receive the benefit of the bargain, and their Defective Vehicles have suffered a  
17 diminution in value. These injuries are the direct and natural consequence of GM's  
18 misrepresentations and omissions.

19           484. Plaintiff Holleman, individually and on behalf the other Indiana State Class  
20 members, will provide GM with notice of its violations of the Indiana Deceptive  
21 Consumer Sales Act, pursuant to Indiana Code § 24.5-0.5-5.

22                           **SIXTEENTH CAUSE OF ACTION**  
23                           **Violation of the Kansas Consumer Protection Act**  
24                           **Kan. Stat. Ann. § 50-623, *et seq.***  
25                           **(Brought on behalf of the Kansas State Class against GM)**

26           485. Plaintiffs hereby incorporate by reference the allegations contained in the  
27 preceding paragraphs of this Complaint, as if fully set forth herein.  
28

1 486. Plaintiffs Clinton and Tyson bring this Count on behalf of the Kansas State  
2 Class.

3 487. GM is a “supplier” under the Kansas Consumer Protection Act (“Kansas  
4 CPA”), Kan. Stat. Ann. § 50-624(l).

5 488. Plaintiffs Clinton and Tyson and other Kansas State Class members are  
6 “consumers” within the meaning of Kan. Stat. Ann. § 50-624(b), who purchased or  
7 leased one or more of the Defective Vehicles.

8 489. The sale or lease of the Defective Vehicles to Plaintiffs Clinton and Tyson  
9 and other Kansas State Class members was a “consumer transaction” within the meaning  
10 of Kan. Stat. Ann. § 50-624(c).

11 490. The Kansas CPA states “[n]o supplier shall engage in any deceptive act or  
12 practice in connection with a consumer transaction.” Kan. Stat. Ann. § 50-626(a).

13 491. GM willfully failed to disclose and actively concealed the fact that the  
14 Defective Vehicles share a common design defect in that they are equipped with  
15 defective Key Systems and Airbag Systems that can suddenly fail during normal  
16 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious  
17 injury, and death. Accordingly, GM engaged in deceptive acts or practices prohibited by  
18 the Kansas CPA, including: representing that the Defective Vehicles have  
19 characteristics, uses, and benefits which they do not have; and representing that  
20 Defective Vehicles are of a particular standard and quality when they are not. Kan. Stat.  
21 Ann. § 50-626(b)(1).

22 492. GM knew that the Defective Vehicles were defectively designed and  
23 manufactured with defective Key Systems and Airbag Systems that can suddenly fail  
24 during normal operation, leaving occupants of the Defective Vehicles vulnerable to  
25 crashes, serious injury, and death. Nevertheless, GM failed to adequately disclose and  
26 remedy this issue.



1 493. GM owed Plaintiffs Clinton and Tyson and other Kansas State Class  
2 members a duty to disclose the defective nature of the Defective Vehicles, including the  
3 dangerous risk that the Key System and Airbag System can suddenly fail during normal  
4 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious  
5 injury, and death, because GM: possessed exclusive knowledge of the defects rendering  
6 the Defective Vehicles inherently more dangerous and unreliable than similar vehicles;  
7 intentionally concealed the defects in the Defective Vehicles from Plaintiffs Clinton and  
8 Tyson and other Kansas State Class members; and/or made incomplete representations  
9 about the quality, safety, and reliability of the Defective Vehicles, while purposefully  
10 withholding material facts from Plaintiffs Clinton and Tyson and other Kansas State  
11 Class members that contradicted those representations.

12 494. GM's unfair or deceptive acts or practices were likely to and did in fact  
13 deceive reasonable consumers, including Plaintiffs Clinton and Tyson, about the true  
14 quality, safety, and reliability of the Defective Vehicles.

15 495. GM's deceptive practices significantly impact the public since the  
16 Defective Vehicles equipped with defective Key Systems and Airbag Systems pose an  
17 unreasonable risk of death or serious bodily injury to Plaintiff Clinton and other Kansas  
18 State Class members, passengers, other motorists, pedestrians, and the public at large,  
19 because they are susceptible to incidents in which brakes, power steering and airbags are  
20 all rendered inoperable. The public interest is also affected because Plaintiffs Clinton  
21 and Tyson were injured in exactly the same way as numerous other members of the  
22 Kansas State Class who purchased or leased the Defective Vehicles as a result of GM's  
23 deceptive acts.

24 496. All of the wrongful conduct alleged herein occurred, and continues to  
25 occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern or  
26 generalized course of conduct that is still perpetuated and repeated in the State of  
27 Kansas.  
28

1       497. A reasonable consumer would consider the unreasonable risk of death or  
2 serious bodily injury posed by the defect in the Key Systems and Airbag Systems in the  
3 Defective Vehicles important in selecting a vehicle to purchase or lease.

4       498. When Plaintiffs Clinton and Tyson and other Kansas State Class members  
5 purchased their Defective Vehicles, they reasonably expected that the Defective  
6 Vehicles were not susceptible to incidents in which brakes, power steering and airbags  
7 are all rendered inoperable as a result of a defect in the Key System and Airbag System.

8       499. Plaintiffs Clinton and Tyson and other Kansas State Class members were  
9 injured as a result of GM's deceptive trade practices in that they overpaid for their  
10 Defective Vehicles and did not receive the benefit of the bargain, and their Defective  
11 Vehicles have suffered a diminution in value.

12       500. Plaintiffs Clinton and Tyson and other Kansas State Class members seek  
13 punitive damages against GM, because GM willfully, wantonly, fraudulently, and  
14 maliciously failed to disclose and actively concealed the fact that the Defective Vehicles  
15 share a common design defect.

16       501. Plaintiffs Clinton and Tyson and other Kansas State Class members  
17 suffered actual harm as a result of GM's willful violations. Therefore, Plaintiff Clinton  
18 and other Kansas State Class members seeks actual damages or maximum statutory  
19 damages up to \$10,000 per violation, whichever is greater, punitive damages, and  
20 reasonable attorneys' fees, pursuant to Kan. Stat. Ann. §§ 50-634 and 50-636.

21       502. Pursuant to Kan. Stat. Ann. § 50-634, Plaintiffs Clinton and Tyson will  
22 serve the Kansas Attorney General with a copy of this complaint.

23                   **SEVENTEENTH CAUSE OF ACTION**  
24                   **Violation of the Kentucky Consumer Protection Act**  
25                   **Ky. Rev. Stat. § 367.100, *et seq.***  
26                   **(Brought on behalf of the Kentucky State Class against GM)**

27       503. Plaintiffs hereby incorporate by reference the allegations contained in the  
28 preceding paragraphs of this Complaint, as if fully set forth herein.

1           504. Plaintiffs Talbot and Stewart bring this Count on behalf of the Kentucky  
2 State Class.

3           505. GM made misrepresentations and omissions regarding the quality, safety,  
4 and reliability of the Defective Vehicles after learning about the defect in the Key  
5 Systems and Airbag Systems of the Defective Vehicles with intent that Plaintiffs Talbot  
6 and Stewart and the Kentucky State Class members rely on such representations in their  
7 decision to purchase or lease the Defective Vehicles.

8           506. Plaintiffs Talbot and Stewart and the Kentucky State Class members relied  
9 on GM's misrepresentations and/or omissions with respect to the quality, safety, and  
10 reliability of the Defective Vehicles in connection with their decision to purchase or  
11 lease the Defective Vehicles.

12           507. Through these misleading and deceptive statements and omissions, GM  
13 violated the Kentucky Consumer Protection Act ("Kentucky CPA").

14           508. The Kentucky CPA applies to GM's transactions with Plaintiffs Talbot and  
15 Stewart and the Kentucky State Class members, because GM's deceptive scheme was  
16 carried out in Kentucky and affected Plaintiff Talbot and the Kentucky State Class  
17 members.

18           509. As a direct and proximate result of GM's deceptive conduct, Plaintiffs  
19 Talbot and Stewart and the Kentucky State Class members have sustained and will  
20 continue to sustain economic losses and other damages for which they are entitled to  
21 compensatory and equitable damages and declaratory relief in an amount to be proven at  
22 trial.

**EIGHTEENTH CAUSE OF ACTION**  
**Violation of the Michigan Consumer Protection Act**  
**Mich. Comp. Laws § 445.901, *et seq.***  
**(Brought on behalf of the Michigan State Class against GM)**

510. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

511. Plaintiff Heath and Plaintiff Sloan brings this Count on behalf of the Michigan State Class.

512. At all times relevant to this suit, GM was conducting trade or commerce, as defined under Mich. Comp. Law § 445.902(1)(g), which is also known as the Michigan Consumer Protection Act ("Michigan CPA").

513. A party to a transaction covered under the Michigan CPA must provide the other party the promised benefits of the transaction.

514. Michigan courts, and federal courts applying Michigan law, have held that implied warranties contain a "promised benefit" that the product is fit for its intended and foreseeable use.

515. The defective nature of the Defective Vehicles failed to provide Plaintiff Heath, Plaintiff Sloan, and the Michigan State Class members the promised benefits of the implied warranties.

516. GM has committed unfair and deceptive acts by knowingly placing into the stream of commerce the Defective Vehicles which share a common design defect in that they are equipped with defective Key Systems and Airbag Systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death.

517. GM committed these and other unfair and deceptive acts with regard to the marketing and sale of the Defective Vehicles. For instance, GM has made representations about the quality, safety, and reliability of the Defective Vehicles, which are unfair and deceptive in violation of the Michigan CPA.

1 518. GM knew that the Defective Vehicles are defective in that they are  
2 equipped with defective Key Systems and Airbag Systems that can suddenly fail during  
3 normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes,  
4 serious injury, and death.

5 519. GM concealed and/or failed to warn Plaintiff Heath, Plaintiff Sloan, and the  
6 Michigan State Class members that the Defective Vehicles are defective.

7 520. Such concealment and/or failure to warn constitutes an unfair,  
8 unconscionable, or deceptive act or practice as defined in the Michigan CPA.

9 521. Based upon these allegations, GM violated Mich. Comp. Law § 445.903(d),  
10 (p), and (s), as well as other section of Mich. Comp. Law § 445.903 to be developed  
11 during the course of discovery.

12 522. The unfair, unconscionable, and deceptive acts committed by GM caused  
13 damages to Plaintiff Heath, Plaintiff Sloan, and the Michigan State Class members.

14 523. GM is liable to Plaintiff Heath, Plaintiff Sloan, and the Michigan State  
15 Class members under the Michigan CPA for damages for breaching its implied  
16 warranties and for the aforementioned unfair, unconscionable, and deceptive acts.

17 524. Plaintiff Heath, Plaintiff Sloan, and the Michigan State Class members are  
18 entitled to compensatory damages, injunctive/equitable relief, and attorneys' fees under  
19 the Michigan CPA.

20 525. The allegations made by Plaintiff Heath and Plaintiff Sloan, individually  
21 and on behalf of the other Michigan State Class members, meet the requirements of  
22 Mich. Comp. Law § 445.911(1)(3), because the acts and/or practices of GM violate  
23 Mich. Comp. Law § 445.903, have been declared unlawful by an appellate court of the  
24 state which is either officially reported or made available for public dissemination in  
25 accordance with the Michigan CPA, and/or have been declared by a circuit court and/or  
26 the United States Supreme Court to constitute unfair or deceptive acts under the  
27 specified standards set forth by the Federal Trade Commission.  
28



**NINETEENTH CAUSE OF ACTION**

**Violation of the Minnesota Uniform Deceptive Trade Practices Act  
Minn. Stat. § 325D.43-48, *et seq.***

**(Brought on behalf of the Minnesota State Class against GM)**

526. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

527. Plaintiff Condon brings this Count on behalf of the Minnesota State Class.

528. GM engaged in -- and continues to engage in -- conduct that violates the Minnesota Deceptive Trade Practices Act ("MDTPA"), Minn. Stat. § 325D.44, *et seq.* The violations include the following:

- a. GM violated Minn. Stat. § 325D.44(5) by representing that the Defective Vehicles have characteristics, uses, and benefits of safe and mechanically sound vehicles while knowing that the statements were false and the Defective Vehicles contained defects;
- b. GM violated Minn. Stat. § 325D.44(7) by representing the Defective Vehicles as a non-defective product of a particular standard, quality, or grade while knowing the statements were false and the Defective Vehicles contained defects;
- c. GM violated Minn. Stat. § 325D.44(9) by advertising, marketing, and selling the Defective Vehicles as reliable and without a known defect while knowing those claims were false; and
- d. GM violated Minn. Stat. § 325D.44(13) by creating a likelihood of confusion and/or misrepresenting the safety of the Defective Vehicles.

529. GM's deceptive scheme was carried out in Minnesota and affected Plaintiff Condon and other Minnesota State Class members.

530. GM also failed to advise the NHTSA and the public about what it knew about the defects in the Key System and Airbag System.

531. As a direct and proximate result of GM's deceptive conduct and violation of Minn. Stat. § 325D.44, *et seq.*, Plaintiff Condon and other Minnesota State Class members have sustained and will continue to sustain economic losses and other damages for which they are entitled to compensatory and equitable damages and declaratory relief in an amount to be proven at trial.

**TWENTIETH CAUSE OF ACTION**  
**Violation of the Minnesota Prevention of Consumer Fraud Act**  
**Minn. Stat. § 3255.68, *et seq.***  
**(Brought on behalf of the Minnesota State Class against GM)**

532. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

533. Plaintiff Condon brings this Count on behalf of the Minnesota State Class.

534. After learning of the defects in the Defective Vehicles, GM misrepresented the quality, safety, and reliability of the Defective Vehicles with the intent that Plaintiff Condon and the other Minnesota State Class members rely on such representations in their decision regarding the purchase or lease of the Defective Vehicles.

535. Plaintiff Condon and other Minnesota State Class members did, in fact, rely on such representations in their decision to purchase or lease the Defective Vehicles.

536. Through these misleading and deceptive statements and false promises, GM violated Minn. Stat. §325F.69.

537. The Minnesota Prevention of Consumer Fraud Act applies to GM's transactions with Plaintiff Condon and other Minnesota State Class members because GM's deceptive scheme was carried out in Minnesota and affected them.

538. GM also failed to advise the NHTSA and the public about what it knew about the defects in the Key System and Airbag System.

539. As a direct and proximate result of GM's deceptive conduct and violation of Minn. Stat. § 325F.69, *et seq.*, Plaintiff Condon and other Minnesota State Class members have sustained and will continue to sustain economic losses and other damages

1 for which they are entitled to compensatory and equitable damages and declaratory relief  
2 in an amount to be proven at trial.

3 **TWENTY-FIRST CAUSE OF ACTION**  
4 **Violation of the Mississippi Products Liability Act**  
5 **Miss. Code Ann. § 11-1-63, *et seq.***  
6 **(Brought on behalf of the Mississippi State Class against GM)**

7 540. Plaintiffs hereby incorporate by reference the allegations contained in the  
8 preceding paragraphs of this Complaint, as if fully set forth herein.

9 541. Plaintiff Wilson brings this Count on behalf of the Mississippi State  
10 Class. GM has defectively designed, manufactured, sold, or otherwise placed in the  
11 stream of commerce the Defective Vehicles.

12 542. GM is strictly liable in tort for Plaintiff Wilson and the other Mississippi  
13 State Class members' injuries and damages, and Plaintiff Wilson individually and on  
14 behalf of the other Mississippi State Class members, respectfully relies upon the doctrine  
15 as set forth in RESTATEMENT, SECOND, TORTS § 402(a).

16 543. Because of the negligence of the design and manufacture of the Defective  
17 Vehicles, by which Plaintiff Wilson and the other Mississippi State Class members were  
18 injured, and the failure of GM to warn Plaintiff Wilson and the other Mississippi State  
19 Class members of the certain dangers concerning the operation of the Defective Vehicles  
20 which were known to GM but were unknown to Plaintiff Wilson and the other  
21 Mississippi State Class members, GM has committed a tort.

22 544. The Defective Vehicles which caused Plaintiff Wilson and the other  
23 Mississippi State Class members' injuries were manufactured by GM.

24 545. At all times herein material, GM negligently and carelessly did certain acts  
25 and failed to do other things, including, but not limited to, inventing, developing,  
26 designing, researching, guarding, manufacturing, building, inspecting, investigating,  
27 testing, labeling, instructing, and negligently and carelessly failing to provide adequate  
28 and fair warning of the characteristics, dangers and hazards associated with the operation

1 of the Defective Vehicles in question to users of the Defective Vehicles, including, but  
2 not limited to, Plaintiff Wilson and the other Mississippi State Class members, and  
3 willfully failing to recall or otherwise cure one or more of the defects in the product  
4 involved thereby directly and proximately causing the hereinafter described injury.

5 546. The Defective Vehicles were unsafe for their use by reason of the fact that  
6 they were defective. For example, the Defective Vehicles were defective in their design,  
7 guarding, development, manufacture, and lack of permanent, accurate, adequate and fair  
8 warning of the characteristics, danger and hazard to the user, prospective user and  
9 members of the general public, including, but not limited to, Plaintiff Wilson and the  
10 other Mississippi State Class members, and because GM failed to recall or otherwise  
11 cure one or more defects in the Class Vehicles involved thereby directly and proximately  
12 causing the described injuries.

13 547. GM knew or reasonably should have known that the above mentioned  
14 product would be purchased, leased, and used without all necessary testing or inspection  
15 for defects by Plaintiff Wilson and the other Mississippi State Class members.

16 548. Plaintiff Wilson and the other Mississippi State Class members were not  
17 aware of those defects at any time before the incident and occurrence mentioned in this  
18 complaint, or else Plaintiff Wilson and the other Mississippi State Class members were  
19 unable, as a practical matter, to cure the defective condition.

20 549. Plaintiff Wilson and the other Mississippi State Class members used the  
21 Defective Vehicles in a foreseeable manner.

22 550. As a proximate result of GM's negligence, Plaintiff Wilson and the other  
23 Mississippi State Class members suffered injuries and damages.

**TWENTY-SECOND CAUSE OF ACTION**  
**Breach of Implied Warranty of Merchantability**  
**Miss. Code Ann. § 75-2-314, et seq.**  
**(Brought on behalf of the Mississippi State Class against GM)**

551. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

552. Plaintiff Wilson bring this Count on behalf of the Mississippi State Class.

553. GM has defectively designed, manufactured, sold, or otherwise placed in the stream of commerce Defective Vehicles as set forth above.

554. GM impliedly warranted that the Defective Vehicles were merchantable for the ordinary purpose for which they were designed, manufactured, and sold.

555. The Defective Vehicles were not in merchantable condition or fit for their ordinary use due to the defects described above and as a result of the breach of warranty of merchantability by GM, Plaintiff Wilson and the Mississippi State Class members sustained injuries and damages.

**TWENTY-THIRD CAUSE OF ACTION**  
**Negligence**  
**Mississippi Common Law**  
**(Brought on behalf of the Mississippi State Class against GM)**

556. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

557. Plaintiff Wilson brings this Count on behalf of the Mississippi State Class.

558. GM has defectively designed, manufactured, sold, or otherwise placed in the stream of commerce Defective Vehicles as set forth above.

559. GM had a duty to manufacture a product which would be safe for its intended and foreseeable uses and users, including the use to which it was put by Plaintiff Wilson and the Mississippi State Class members. GM breached its duty to Plaintiff Wilson and the Mississippi State Class members because it was negligent in the design, development, manufacture, and testing of the Defective Vehicles.



1           560. GM negligent in the design, development, manufacture, and testing of the  
2 Defective Vehicles because it knew, or in the exercise of reasonable care should have  
3 known, that the Defective Vehicles equipped with defective Key Systems and Airbag  
4 Systems pose an unreasonable risk of death or serious bodily injury to Plaintiff Wilson  
5 and other Mississippi State Class members, passengers, other motorists, pedestrians, and  
6 the public at large, because they are susceptible to incidents in which brakes, power  
7 steering and airbags are all rendered inoperable.

8           561. GM negligently failed to adequately warn and instruct Plaintiff Wilson and  
9 other Mississippi State Class members of the defective nature of the Defective Vehicles,  
10 of the high degree of risk attendant to using them, given that the users of the Defective  
11 Vehicles would be ignorant of the defect.

12           562. Whereupon Plaintiff Wilson, individually and on behalf of other  
13 Mississippi State Class members, respectfully relies upon the Restatement, Second,  
14 Torts § 395.

15           563. GM further breached its duties to Plaintiff Wilson and other Mississippi  
16 State Class members by supplying directly and/or through a third person Defective  
17 Vehicles to be used by such foreseeable persons as Plaintiff Wilson and other  
18 Mississippi State Class members when:

- 19           a. GM knew or had reason to know that the Defective Vehicles were  
20 dangerous or likely to be dangerous for the use for which they were  
21 supplied; and  
22           b. GM failed to exercise reasonable care to inform customers of the  
23 dangerous condition or of the facts under which the Defective  
24 Vehicles are likely to be dangerous.

25           564. As a result of GM's negligence, Plaintiff Wilson and other Mississippi State  
26 Class members suffered damages.

**TWENTY-FOURTH CAUSE OF ACTION**

**Negligent Misrepresentation/Fraud**

**Mississippi Common Law**

**(Brought on behalf of the Mississippi State Class against GM)**

565. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

566. Plaintiff Wilson brings this Count on behalf of the Mississippi State Class.

567. As set forth above, GM concealed and/or suppressed material facts concerning the quality, safety, and reliability of the Defective Vehicles.

568. GM had a duty to disclose these safety issues because it consistently marketed their Defective Vehicles as safe and proclaimed that safety is one of GM's highest corporate priorities. Once GM made representations to the public about safety, GM was under a duty to disclose these omitted facts, because where one does speak one must speak the whole truth and not conceal any facts which materially qualify those facts stated. One who volunteers information must be truthful, and the telling of a half-truth calculated to deceive is fraud.

569. In addition, GM had a duty to disclose these omitted material facts because they were known and/or accessible only to GM who has superior knowledge and access to the facts, and GM knew they were not known to or reasonably discoverable by Plaintiff Wilson and the other Mississippi State Class members. These omitted facts were material because they directly impact the safety of the Defective Vehicles. Whether or not the Defective Vehicles equipped with defective Key Systems and Airbag Systems pose an unreasonable risk of death or serious bodily injury to Plaintiff Wilson and other Mississippi State Class members, passengers, other motorists, pedestrians, and the public at large, because they are susceptible to incidents in which brakes, power steering and airbags are all rendered inoperable, are material safety concerns. GM possessed exclusive knowledge of the defects rendering Defective Vehicles inherently more dangerous and unreliable than similar vehicles.

1 570. GM actively concealed and/or suppressed these material facts, in whole or  
2 in part, with the intent to induce Plaintiff Wilson and other Mississippi State Class  
3 members to purchase or lease Defective Vehicles at a higher price for the Defective  
4 Vehicles, which did not match the Defective Vehicles' true value.

5 571. Plaintiff Wilson and other Mississippi State Class members were unaware  
6 of these omitted material facts and would not have acted as they did if they had known  
7 of the concealed and/or suppressed facts. Plaintiff Wilson and other Mississippi State  
8 Class members' actions were justified. GM was in exclusive control of the material facts  
9 and such facts were not known to the public or the other class members.

10 572. As a result of the misrepresentation concealment and/or suppression of the  
11 facts, Plaintiff Wilson and other Mississippi State Class members sustained damage. For  
12 those class members who elect to affirm the sale, these damages, under Mississippi law,  
13 include the difference between the actual value of that the class members paid and the  
14 actual value of that which they received, together with additional damages arising from  
15 the sales transaction, amounts expended in reliance upon the fraud, compensation for  
16 loss of use and enjoyment of the property, and/or lost profits. For those class members  
17 who want to rescind the purchase or lease are entitled to restitution and consequential  
18 damages under Mississippi law.

19 573. GM's acts were done maliciously, oppressively, deliberately, with intent to  
20 defraud, and in reckless disregard of Plaintiff Wilson and other Mississippi State Class  
21 members' rights and wellbeing to enrich GM. Such conduct warrants an assessment of  
22 punitive damages in an amount sufficient to deter such conduct in the future, which  
23 amount is to be determined according to proof.

**TWENTY-FIFTH CAUSE OF ACTION**  
**Violation of the Missouri Merchandising Practices Act**  
**Mo. Rev. Stat. § 407.010 *et seq.***  
**(Brought on behalf of the Missouri State Class against GM)**

574. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

575. Plaintiff Kielman brings this Count on behalf of the Missouri State Class.

576. GM's conduct constitutes unfair and/or deceptive acts or practices, including, but not limited to: (a) GM's manufacture and sale of the Defective Vehicles equipped with defective Key Systems and Airbag Systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death; (b) GM's failure to adequately disclose and remedy this issue; and (c) GM's misrepresentations and omissions with respect to the quality, safety, and reliability of the Defective Vehicles.

577. GM's actions, as set forth above, occurred in the conduct of trade or commerce.

578. GM's actions impact the public interest because Plaintiff Kielman was injured in exactly the same way as numerous other members of the Missouri State Class who purchased or leased the Defective Vehicles as a result of GM's unfair and/or deceptive acts.

579. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of GM's business. GM's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated in the State of Missouri.

580. Plaintiff Kielman and the other Missouri State Class members were injured as a result of GM's conduct in that they overpaid for their Defective Vehicles and did not receive the benefit of the bargain, and their Defective Vehicles have suffered a diminution in value.

1 581. GM's conduct proximately caused the injuries to Plaintiff Kielman and the  
2 other Missouri State Class members as set forth above.

3 582. GM is liable to Plaintiff Kielman and the other Missouri State Class  
4 members for damages in an amount to be proven at trial, including attorneys' fees, costs,  
5 and treble damages.

6 583. Pursuant to Mo. Rev. Stat. § 407.010, Plaintiff Kielman will serve the  
7 Missouri Attorney General with a copy of this complaint, as Plaintiff Kielman seeks  
8 injunctive relief.

9 **TWENTY-SIXTH CAUSE OF ACTION**  
10 **Violation of the Nevada Deceptive Trade Practices Act**  
11 **Nev. Rev. Stat. § 598.0903 *et seq.***  
**(Brought on behalf of the Nevada State Class against GM)**

12 584. Plaintiffs hereby incorporate by reference the allegations contained in the  
13 preceding paragraphs of this Complaint, as if fully set forth herein.

14 585. Plaintiff Saclo brings this Count on behalf of the Nevada State Class.

15 586. GM is a "person" within the meaning of the Nevada Deceptive Trade  
16 Practices Act.

17 587. In the course of GM's business, it knowingly and willfully failed to disclose  
18 and actively concealed the fact that the Defective Vehicles share a common design  
19 defect in that they are equipped with defective Key Systems and Airbag Systems that  
20 can suddenly fail during normal operation, leaving occupants of the Defective Vehicles  
21 vulnerable to crashes, serious injury, and death. Accordingly, GM engaged in deceptive  
22 trade practices, including: representing that the Defective Vehicles have characteristics,  
23 uses, or benefits, which they do not have; representing that Defective Vehicles are of a  
24 particular standard and quality when they are not; and knowingly making false  
25 representations in transactions involving the Defective Vehicles. Nev. Rev. Stat. §  
26 598.0915(5), (7), (9).

27 588. Plaintiff Saclo and other Nevada State Class members suffered  
28 ascertainable loss caused by GM's unfair and deceptive practices. Plaintiff Saclo and



1 the other Nevada State Class members were injured as a result of GM's conduct in that  
2 they overpaid for their Defective Vehicles and did not receive the benefit of the bargain,  
3 and their Defective Vehicles have suffered a diminution in value.

4 589. Plaintiff Saclo and other Nevada State Class members seek their actual  
5 damages and all other available relief under the Nevada Deceptive Trade Practices Act.

6 **TWENTY-SEVENTH CAUSE OF ACTION**

7 **Deceptive Acts or Practices**

8 **N.Y. Gen. Bus. Law §§ 349**

9 **(Brought on behalf of the New York State Class against GM)**

10 590. Plaintiffs hereby incorporate by reference the allegations contained in the  
11 preceding paragraphs of this Complaint, as if fully set forth herein.

12 591. Plaintiff Levine brings this Count on behalf of the New York State Class.

13 592. N.Y. Gen. Bus. Law § 349 makes unlawful "[d]eceptive acts or practices in  
14 the conduct of any business, trade or commerce."

15 593. In the course of GM's business, it willfully failed to disclose and actively  
16 concealed the fact that the Defective Vehicles share a common design defect in that they  
17 are equipped with defective Key Systems and Airbag Systems that can suddenly fail  
18 during normal operation, leaving occupants of the Defective Vehicles vulnerable to  
19 crashes, serious injury, and death. Accordingly, GM made untrue, deceptive, or  
20 misleading representations of material facts and omitted or concealed material facts.

21 594. GM engaged in deceptive acts or practices when it failed to disclose  
22 material information concerning the Defective Vehicles which was known to GM at the  
23 time of the sale. GM deliberately withheld information about the Defective Vehicles  
24 propensity to suddenly fail during normal operation, leaving occupants of the Defective  
25 Vehicles vulnerable to crashes, serious injury, and death due to a design defect in the  
26 Key System and Airbag System. GM withheld this information in order to ensure  
27 consumers would purchase or lease the Defective Vehicles and to induce consumers to  
28 enter into transactions.

1           595. The propensity of the Defective Vehicles to suddenly fail during normal  
2 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious  
3 injury, and death were material to Plaintiff Levine and other New York State Class  
4 members. Had Plaintiff Levine and other New York State Class members known of  
5 these serious quality, safety, and reliability issues, they would not have purchased or  
6 leased their Defective Vehicles.

7           596. Because GM's deception takes place in the context of automobile safety, its  
8 deception affects the public interest.

9           597. GM's unlawful conduct constitute unfair acts or practices that have the  
10 capacity to deceive consumers, that in fact do deceive consumers, and that have a broad  
11 impact on consumers at large.

12           598. Plaintiff Levine and other New York State Class members suffered injury  
13 caused by GM's failure to disclose material information. Plaintiff Levine and other New  
14 York State Class members overpaid for their Defective Vehicles and did not receive the  
15 benefit of their bargain. The value of their Defective Vehicles have diminished now that  
16 the safety issues have come to light, and Plaintiff Levine and other New York State  
17 Class members own Defective Vehicles that are not safe.

18           599. Pursuant to N.Y. Gen. Bus. Law § 349, Plaintiff Levine and other New  
19 York State Class members are entitled to recover the greater of actual damages or \$50.  
20 Because GM acted willfully or knowingly, Plaintiff Levine and other New York State  
21 Class members are entitled to recover three times actual damages, up to \$1,000.

22                           **TWENTY-EIGHTH CAUSE OF ACTION**

23                                   **False Advertising**

24   **N.Y. Gen. Bus. Law §§ 350**

25   **(Brought on behalf of the New York State Class against GM)**

26           600. Plaintiffs hereby incorporate by reference the allegations contained in the  
27 preceding paragraphs of this Complaint, as if fully set forth herein.

28           601. Plaintiff Levine brings this Count on behalf of the New York State Class.

1           602. N.Y. GEN. BUS. LAW § 350 makes unlawful “[f]alse advertising in the  
2     conduct of any business, trade or commerce....” False advertising includes “advertising,  
3     including labeling, of a commodity ... if such advertising is misleading in a material  
4     respect,” taking into account “the extent to which the advertising fails to reveal facts  
5     material in the light of ... representations [made] with respect to the commodity....”

6     N.Y. GEN. BUS. LAW § 350-a.

7           603. GM caused to be made or disseminated through New York, through  
8     advertising, marketing, and other publications, statements that were untrue or  
9     misleading, and which were known, or which by the exercise of reasonable care should  
10    have been known to GM, to be untrue and misleading to consumers, including Plaintiff  
11    Levine and other New York State Class members.

12          604. GM has violated § 350 because the misrepresentations and omissions  
13    regarding the safety, quality and reliability of its Defective Vehicles as set forth in this  
14    complaint were material and likely to deceive a reasonable consumer.

15          605. Plaintiff Levine and other New York State Class members have suffered an  
16    injury, including the loss of money or property, as a result of GM’s false advertising. In  
17    purchasing or leasing their Defective Vehicles, Plaintiff Levine and other New York  
18    State Class members relied on the misrepresentations and/or omissions of GM with  
19    respect to the safety, quality, and reliability of the Defective Vehicles. GM’s  
20    representations turned out not to be true because the Defective Vehicles have a  
21    propensity to suddenly fail during normal operation, leaving occupants of the Defective  
22    Vehicles vulnerable to crashes, serious injury.

23          606. Plaintiff Levine and other New York State Class members overpaid for  
24    their Defective Vehicles and did not receive the benefit of their bargain. The value of  
25    their Defective Vehicles have diminished now that the safety issues have come to light,  
26    and Plaintiff Levine and other New York State Class members own Defective Vehicles  
27    that are not safe.

607. Plaintiff Levine, individually and on behalf of other New York State Class members, requests that this Court enter such orders or judgments as may be necessary to enjoin GM from continuing its unfair, unlawful, and/or deceptive practices. Plaintiff Levine and other New York State Class members are also entitled to recover their actual damages or \$500, whichever is greater. Because GM acted willfully and knowingly, Plaintiff Levine and other New York State Class members are entitled to recover three times actual damages, up to \$10,000.

**TWENTY-NINTH CAUSE OF ACTION**  
**Violation of the Ohio Consumer Sales Practices Act**  
**Ohio Rev. Code Ann. § 1345.01, *et seq.***  
**(Brought on behalf of the Ohio State Class against GM)**

608. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

609. Plaintiff Glasgow and Plaintiff Owens bring this Count on behalf of the Ohio State Class.

610. At all times relevant to this suit, GM was a “supplier[s],” as defined in the Ohio Consumer Sales Practice Act, Ohio Rev. Code § 1345.01.

611. At all times relevant to this suit, Plaintiff Glasgow, Plaintiff Owens, and the other Ohio State Class members were “consumers,” as defined in the Ohio Consumer Sales Practice Act, Ohio Rev. Code § 1345.01.

612. At all times relevant to this suit, Plaintiff Glasgow, Plaintiff Owens, and the other Ohio State Class members purchased or leased their Defective Vehicles as part of a “consumer transaction,” as defined by Ohio Rev. Code § 1345.01(A).

613. As a result of placing defective products in the stream of commerce, GM breached its implied warranty in tort. A vehicle manufacturer’s breach of an implied warranty has previously been declared by Ohio courts to be an unfair and deceptive act, as defined by Ohio Rev. Code § 1345.09(B). *Mason v. Mercedes Benz USA, LLC*, No. 85031, 2005 Ohio App. Lexis 3911 (8th Dist. Aug. 18, 2005).

614. GM committed unfair and deceptive acts in violation of Ohio's Consumer Sales Practice Act by knowingly placing into the stream of commerce the Defective Vehicles equipped with defective Key Systems and Airbag Systems which have a propensity to suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury. Moreover, GM committed an unfair, deceptive, and unconscionable act by knowingly concealing the defects in the Defective Vehicles and failing to warn Defective Vehicle owners and/or lessees of this defect.

615. Further, as set forth above, GM made representations or public statements about the quality, safety, and reliability of the Defective Vehicles, which are unfair and deceptive in violation of Ohio law.

616. GM committed these and other unfair and deceptive acts with regard to the marketing and sale of the Defective Vehicles. GM is liable Plaintiff Glasgow, Plaintiff Owens, and the other Ohio State Class members under Ohio Rev. Code § 1345.09 for damages for economic loss suffered by Plaintiff Glasgow, Plaintiff Owens, and the other Ohio State Class members as a result of the defect.

617. Plaintiff Glasgow, Plaintiff Owens, and the other Ohio State Class members are entitled to compensatory damages, injunctive/equitable relief, and attorneys' fees pursuant to Ohio Rev. Code § 1345.09.

**THIRTIETH CAUSE OF ACTION**  
**Violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law**  
**73 P.S. § 201-1, et seq.**

**(Brought on behalf of the Pennsylvania State Class against GM)**

618. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

619. Plaintiff Doucette bring this Count on behalf of the Pennsylvania State Class.



1           620. The Pennsylvania Unfair Trade Practices and Consumer Protection Law,  
2 Title 73, Chapter 4 of the Pennsylvania Statutes, prohibits unfair or deceptive acts or  
3 practices in the conduct of any trade or commerce.

4           621. As described herein, the Defective Vehicles equipped with defective Key  
5 Systems and Airbag Systems which have a propensity to suddenly fail during normal  
6 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious  
7 injury.

8           622. GM failed to disclose this known defect, and sold the Defective Vehicles  
9 with knowledge of the defect.

10          623. GM's acts and practices described herein constitute unfair and deceptive  
11 acts and practices within the meaning of the Pennsylvania Unfair Trade Practices and  
12 Consumer Protection Law as GM's acts and practices herein described offend  
13 established public policy, because the harm they cause to consumers outweighs any  
14 benefits associated with those practices, and because GM fraudulently concealed the  
15 defect from consumers.

16          624. Plaintiff Doucette is informed and believe, and thereon alleges, that GM  
17 concealed the existence of the defect with the intention of inducing Pennsylvania State  
18 Class members to purchase the Defective Vehicles. This concealment was likely to  
19 deceive a reasonable consumer.

20          625. Whether or not the Defective Vehicles equipped with defective Key  
21 Systems and Airbag Systems pose an unreasonable risk of death or serious bodily injury  
22 to Plaintiff Doucette and other Pennsylvania State Class members, passengers, other  
23 motorists, pedestrians, and the public at large, because they are susceptible to incidents  
24 in which brakes, power steering and airbags are all rendered inoperable, are material  
25 safety concerns to Plaintiff Doucette and other Pennsylvania State Class members. If  
26 Plaintiff Doucette and other Pennsylvania State Class members had known of the  
27 defect, they would not have purchased the Defective Vehicles.

626. As a result of GM's unfair and deceptive business practices, Plaintiff Doucette and other Pennsylvania State Class members were deceived and purchased the Defective Vehicles.

627. As a result of GM's unfair and deceptive business practices, Plaintiff Doucette and other Pennsylvania State Class members have been damaged in an amount to be proven at trial. Plaintiff Doucette and other Pennsylvania State Class members are further entitled to injunctive relief, restitution, and disgorgement of profits obtained by GM as a result of its fraudulent and unfair business acts and practices.

**THIRTY-FIRST CAUSE OF ACTION**

**Violation of the South Dakota Deceptive Trade Practices Act  
S.D. Codified Laws § 37-24-6, *et seq.***

**(Brought on behalf of the South Dakota State Class against GM)**

628. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

629. Plaintiff Miller brings this Count on behalf of the South Dakota State Class.

630. The conduct of GM as set forth herein constitutes deceptive acts or practices, fraud, misrepresentation, and omissions, including: (a) GM's manufacture and sale of the Defective Vehicles equipped with defective Key Systems and Airbag Systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death; (b) GM's failure to adequately disclose and remedy this issue; and (c) GM's misrepresentations and omissions with respect to the quality, safety, and reliability of the Defective Vehicles.

631. Plaintiff Miller and other members of the South Dakota State Class were injured as a result of GM's deceptive acts or practices, fraud, and material misrepresentations and omissions. Plaintiff Miller and other members of the South Dakota State Class overpaid for their Defective Vehicles and did not receive the benefit of their bargain. Additionally, the Defective Vehicles have suffered a diminution in value.

632. Plaintiff Miller and other members of the South Dakota State Class suffered damages as a direct proximate result of the same wrongful practices that GM engaged in.

633. Pursuant to S.D. Codified Laws § 37-24-1, Plaintiff Miller and the other South Dakota State Class members are entitled to their actual damages suffered as a result of GM's deceptive acts and practices.

**THIRTY-SECOND CAUSE OF ACTION**  
**Violation of the West Virginia Consumer Credit and Protection Act**  
**W. Va. Code § 46A-1-101, *et seq.***  
**(Brought on behalf of the West Virginia State Class against GM)**

634. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint, as if fully set forth herein.

635. Plaintiff Wessel brings this Count on behalf of the West Virginia State Class.

636. GM is a "person" under W. Va. Code § 46A-1-102(31).

637. Plaintiff Wessel and other members of the West Virginia State Class are "consumers," as defined by W. Va. Code §§ 46A-1-102(12) and 46A-6-102(2), who purchased or leased one or more of the Defective Vehicles.

638. By willfully failing to disclose and actively concealing the fact that the Defective Vehicles share a common design defect in that they are equipped with defective Key Systems and Airbag Systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death, GM engaged in deceptive business practices prohibited by W. Va. Code § 46A-1-101, *et seq.*, including: representing that the Defective Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Defective Vehicles are of a particular standard and quality when they are not; advertising the Defective Vehicles with the intent not to sell them as advertised; and representing that the subject of a transaction involving the Defective Vehicles has been supplied in accordance with a previous representation when it has not.

639. GM made numerous material statements about the safety and reliability of the Defective Vehicles that were false or misleading.

640. Each of these statements contributed to the deceptive context of GM's unlawful advertising and representations as a whole.

641. GM knew that the Defective Vehicles were defectively designed and manufactured with defective Key Systems and Airbag Systems that can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death. Nevertheless, GM failed to adequately disclose and remedy this issue.

642. GM owed Plaintiff Wessel and other West Virginia State Class members a duty to disclose the defective nature of the Defective Vehicles, including the dangerous risk that the Key System and Airbag System can suddenly fail during normal operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious injury, and death, because GM: possessed exclusive knowledge of the defects rendering the Defective Vehicles inherently more dangerous and unreliable than similar vehicles; intentionally concealed the defects in the Defective Vehicles from Plaintiff Wessel and other West Virginia State Class members; and/or made incomplete representations about the quality, safety, and reliability of the Defective Vehicles, while purposefully withholding material facts from Plaintiff Wessel and other West Virginia State Class members that contradicted those representations.

643. Defective Vehicles equipped with defective Key Systems and Airbag Systems pose an unreasonable risk of death or serious bodily injury to Plaintiff Wessel and other West Virginia State Class members, passengers, other motorists, pedestrians, and the public at large, because they are susceptible to incidents in which brakes, power steering and airbags are all rendered inoperable.

1           644. A reasonable consumer would consider the unreasonable risk of death or  
2 serious bodily injury posed by the defect in the Key Systems and Airbag Systems in the  
3 Defective Vehicles important in selecting a vehicle to purchase or lease.

4           645. When Plaintiff Wessel and other West Virginia State Class members  
5 purchased their Defective Vehicles, they reasonably expected that the Defective  
6 Vehicles were not susceptible to incidents in which brakes, power steering and airbags  
7 are all rendered inoperable as a result of a defect in the Key System and Airbag System.

8           646. GM's unfair or deceptive acts or practices were likely to and did in fact  
9 deceive reasonable consumers, including Plaintiff Wessel, about the true quality, safety,  
10 and reliability of the Defective Vehicles.

11           647. As a result of GM's unfair or deceptive acts or practices, Plaintiff Wessel  
12 and other West Virginia State Class members have suffered ascertainable loss. If GM's  
13 conduct is not stopped, Plaintiff Wessel and other West Virginia State Class members  
14 will continue to be injured. Plaintiff Wessel and other West Virginia State Class  
15 members currently own or lease Defective Vehicles that are defective and inherently  
16 unsafe.

17           648. Plaintiff Wessel and other West Virginia State Class members were injured  
18 as a result of GM's deceptive trade practices in that they overpaid for their Defective  
19 Vehicles and did not receive the benefit of the bargain, and their Defective Vehicles  
20 have suffered a diminution in value.

21           649. Plaintiff Wessel and other West Virginia State Class members risk  
22 irreparable injury as a result of GM's acts and material omissions, and these violations  
23 of W. Va. Code § 46A-1-101, *et seq.* present a continuing risk to Plaintiff Wessel as well  
24 as to the general public.

25           650. Pursuant to W. Va. Code § 46A-1-106, Plaintiff Wessel seeks monetary  
26 relief against GM measured as the greater of (1) actual damages in an amount to be  
27 determined at trial or (2) statutory damages in the amount of \$200 per violation for  
28



1 Plaintiff Wessel and each member of the West Virginia State Class.

2 651. Plaintiff Wessel and other West Virginia State Class members seek punitive  
3 damages against GM, because GM willfully, wantonly, fraudulently, and maliciously  
4 failed to disclose and actively concealed the fact that the Defective Vehicles share a  
5 common design defect, thereby subjecting Plaintiff Wessel to cruel and unjust hardship  
6 as a result. GM's unlawful conduct constitutes, malice, oppression, and fraud  
7 warranting punitive damages.

8 652. Plaintiff Wessel further seeks an order enjoining GM's unfair or deceptive  
9 acts or practices, restitution, punitive damages, costs, and attorneys' fees under W. Va.  
10 Code § 46A-5-101, *et seq.* and any other just and proper relief available under the West  
11 Virginia Consumer Credit and Protection Act.

12 **THIRTY-THIRD CAUSE OF ACTION**  
13 **Violation of the Wisconsin Deceptive Trade Practices Act**  
14 **Wisc. Stat. § 101.18, *et seq.***  
**(Brought on behalf of the Wisconsin State Class against GM)**

15 653. Plaintiffs hereby incorporate by reference the allegations contained in the  
16 preceding paragraphs of this Complaint, as if fully set forth herein.

17 654. Plaintiff Maas brings this Count on behalf of the Wisconsin State Class.

18 655. By willfully failing to disclose and actively concealing the fact that the  
19 Defective Vehicles share a common design defect in that they are equipped with  
20 defective Key Systems and Airbag Systems that can suddenly fail during normal  
21 operation, leaving occupants of the Defective Vehicles vulnerable to crashes, serious  
22 injury, and death, GM engaged in deceptive business practices prohibited by Wisc. Stat.  
23 § 101.18, *et seq.*, including: representing that the Defective Vehicles have  
24 characteristics, uses, benefits, and qualities which they do not have; representing that  
25 Defective Vehicles are of a particular standard and quality when they are not;  
26 advertising the Defective Vehicles with the intent not to sell them as advertised; and  
27 representing that the subject of a transaction involving the Defective Vehicles has been  
28 supplied in accordance with a previous representation when it has not.

1           656. GM made numerous material statements about the safety and reliability of  
2 the Defective Vehicles that were false or misleading.

3           657. Each of these statements contributed to the deceptive context of GM's  
4 unlawful advertising and representations as a whole.

5           658. GM's unfair or deceptive acts or practices were likely to and did in fact  
6 deceive reasonable consumers, including Plaintiff Maas, about the true quality, safety,  
7 and reliability of the Defective Vehicles.

8           659. Plaintiff Maas and the other Wisconsin State Class members were injured  
9 as a result of GM's deceptive trade practices in that they overpaid for their Defective  
10 Vehicles and did not receive the benefit of the bargain, and their Defective Vehicles  
11 have suffered a diminution in value.

12           660. Plaintiff Maas and the other Wisconsin State Class members sustained  
13 damages as a result of GM's deceptive trade practices, and are therefore entitled to  
14 damages and other relief provided for under Wisc. Stat. § 110.18(11)(b)(2). Because  
15 GM willfully failed to disclose and actively concealed the fact that the Defective  
16 Vehicles share a common design defect, Plaintiff Maas and the other Wisconsin State  
17 Class members are entitled to treble damages.

18           661. Plaintiff Maas and the other Wisconsin State Class members also seek costs  
19 and attorneys' fees under Wisc. Stat. § 110.18(11)(b)(2).

20 ///

21 ///

22 ///

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment as follows:

- (a) That the Court certify this action as a class action, appointing Plaintiffs as class representative and appointing Plaintiffs' counsel as lead class counsel;
- (b) That the Court enjoin GM from continuing the unfair business practices alleged in this Complaint and requiring GM to repair the Defective Vehicles;
- (c) That the Court award Plaintiffs and the other Class members compensatory damages in an amount to be proven at trial;
- (d) That the Court award Plaintiffs and the other Class members punitive damages in an amount to be proven at trial;
- (e) That the Court award Plaintiffs and the other Class members attorneys' fees, costs, and expenses; and
- (f) That the Court award Plaintiffs and the other Class members all other relief as the Court deems appropriate and just under the circumstances.

**DEMAND FOR JURY TRIAL**

Plaintiffs request trial by jury on all issues so triable.

Respectfully submitted,

Dated: April 16, 2014

By: /s/ Mark Pifko  
Mark Pifko

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